



Notice of Kremmling Board of Trustees Regular Meeting
Kremmling Area Chamber of Commerce, 203 Park Ave, Kremmling,
CO 80459

Wednesday, July 15, 2026, 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(*Amended 7/14/2026 at 5:45 p.m.)

Call to Order

Roll Call

Pledge of Allegiance

Conflicts of Interest

Additions/Deletions to the Agenda

Correspondence

- Press Release — Town of Kremmling Declares Local Drought-Related Emergency
- Resolution No. 2026-07-01PZ A Resolution Granting Approval of a Special Review Use Permit for Hill Holdings, LLC at 109 West Park Avenue.
- Great Outdoors Colorado (GOCO) Kremmling Community Parks Revitalization Grant Agreement.

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 June 18, 2026 – July 15, 2026.
2. Recording of Proceedings from the June 17, 2026, Regular Meeting.
3. Recording of Proceedings from the July 1, 2026, Special Meeting.
4. Resolution No. 2026-07-02 A Resolution of the Board of Trustees of the Town of Kremmling, Colorado, Ratifying the Administrative Order Issued by the Mayor on July 2, 2026, Implementing Stage 2 Fire Restrictions.

Staff Reports

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



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New Business

1. **Executive Session** pursuant to C.R.S. § 24-6-402(4)(b) for a conference with the Town's Water Attorney for the purpose of receiving legal advice on specific legal questions and pursuant to C.R.S. § 24-6-402(4)(e) determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators **regarding Water Rights Strategy.**
2. **Public Hearing: Discussion & Action Item.** Second Reading of Ordinance No. 737 An Emergency Ordinance Adopting by Reference the 2025 Colorado Wildfire Resiliency Code (CWRC), Adopting the Grand County Community Wildfire Protection Plan Wildlands Urban Interface Map and Providing Penalties for Violations of the Same, and Amending Title 15 of the Kremmling Municipal Code.
3. **Public Hearing:** Grand County Library District Annexation:
 - a. **Discussion & Action Item.** *Resolution No. 2026-07-05 A Resolution Concerning a Petition for the Anexation of Property to the Town of Kremmling, Colorado, Known as the Grand County Library District Annexation and Finding the Area Proposed to be Annexed Elligible for Annexation.
 - b. **Discussion & Action Item.** Ordinance No. 739 An Ordinance Approving an Annexation Known as the Grand County Library District Annexation to the Town of Kremmling, Colorado.
 - c. **Discussion & Action Item.** Ordinance No. 740 An Ordinance Zoning Property Annexed to the Town of Kremmling and Known as the Grand County Library District Annexation.
4. **Public Hearing: Discussion & Action Item.** Town-Initiated Rezoning Proposal to Rezone Block 37, FIC Addition to the Town of Kremmling, located between 7th Street and 8th Street, and bounded by Railroad Avenue and Highway 9 / Tyler Avenue (including 511 S. 8th Street, 505 S. 8th Street, 507 S. 8th Street, and 704 Railroad Avenue) from the existing Single Family Residential (R-1) to Mixed Use (MU).
5. **Public Hearing: Discussion & Action Item.** Resolution No. 2026-07-03: A Resolution Appropriating Additional Sums of Money to the General Fund to Cover the Town's Matching Share for the Kremmling Police Department HVAC Replacement Project for the 2026 Budget Year.
6. **Discussion & Action Item.** Resolution No. 2026-07-04 A Resolution of the Board of Trustees of the Town of Kremmling, Colorado, Authorizing the Integrated Cost-Sharing and Procurement with the Kremmling Sanitation District for the 1st Street Bank Alternate and Railroad Avenue Restoration Projects within the 2026 Paving Program.
7. **Discussion & Action Item.** Request for Extension of Time to File Audit for Year-End December 31, 2025.



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8. **Discussion & Action Item.** Grand County Historic Preservation Board Appointment Recommendation.

Board of Trustees Reports & Future Agenda Items for Consideration

Adjournment

Future Meetings:

- Board of Trustees Work Session: August 5, 2026 - 6 PM @ 203 Park Avenue, Chamber of Commerce
- Regular Board of Trustees Meeting: August 19, 2026 - 6 PM @ 203 Park Avenue, Chamber of Commerce
- Board of Trustees Work Session: September 2, 2026 - 6 PM @ 203 Park Avenue, Chamber of Commerce



Town of Kremmling

200 Eagle Ave. | P.O. Box 538

Kremmling, CO 80459-0538

Office 970.724.3249

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

FOR IMMEDIATE RELEASE

Town of Kremmling Declares Local Drought-Related Emergency

KREMMLING, CO — July 1, 2026 — The Town of Kremmling Board of Trustees officially adopted Resolution No. 2026-07-01, declaring a local emergency due to severe drought conditions, constrained local water supplies, and the Town's need for a reliable supplemental source of water.

The State of Colorado is currently under a state-declared drought emergency. The Colorado Division of Water Resources has also approved emergency measures related to critical municipal and domestic water supplies on the West Slope. Locally, Kremmling has been operating under strict Level 3 water restrictions since March. Those restrictions are working and have helped reduce demand, but the Town cannot rely on its reservoirs alone through the remainder of the summer.

Consequently, the Town is moving forward with urgent rehabilitation of its Colorado River intake. This infrastructure is an important water source for the Town, but it urgently requires repairs before it can be part of the Town's drought response.

By declaring a local emergency under Chapter 8.06 of the Kremmling Municipal Code and Colorado Revised Statutes, the Town may pursue emergency financial assistance for the project. The Town is currently working with the state and other entities regarding potential funding sources and support. Resolution No. 2026-07-01 officially authorizes the Mayor, Town Manager, and Town Staff to immediately execute and submit applications necessary to pursue assistance.

The emergency declaration and the associated powers will remain in effect until the Colorado River Intake Project is fully operational, or until explicitly rescinded by the Board of Trustees. In accordance with state law, the declaration will be filed with the Town Clerk and the Colorado Office of Emergency Management.

Town officials extend their appreciation to residents and businesses for adhering to water restrictions to help preserve the remaining supply while infrastructure repairs are underway.

For more information regarding water restrictions, water conservation tips, or updates on the Colorado River Intake Rehabilitation Project, please visit the Town of Kremmling's official website or contact Town Hall.

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**TOWN OF KREMMLING
RESOLUTION NO. 2026-07-01**

**A RESOLUTION DECLARING A LOCAL DROUGHT-RELATED EMERGENCY AND
AUTHORIZING EMERGENCY WATER MITIGATION EFFORTS AND FUNDING
APPLICATIONS FOR THE COLORADO RIVER INTAKE REHABILITATION PROJECT**

WHEREAS, the Town of Kremmling ("Town") owns and operates a municipal water system providing essential drinking water services to residents, businesses, and public facilities within the Town; and

WHEREAS, the State of Colorado is currently experiencing a state-declared drought emergency, which has been further confirmed locally by the Deputy State Engineer as an emergency situation affecting public health and safety; and

WHEREAS, the Town is facing an immediate, drought-related water supply shortage, wherein Jones Reservoir No. 1 is currently below deadpool and unavailable for use, and Jones Reservoir No. 2 is supply-constrained, forcing the implementation of severe Phase 3 water restrictions; and

WHEREAS, the Town's backup water supply asset, the Colorado River Intake infrastructure, requires urgent rehabilitation, sediment removal, and repair before it can be rendered operable to preserve municipal water reliability and protect against a single point of system failure during fire season; and

WHEREAS, Chapter 8.06 of the Kremmling Municipal Code and C.R.S. § 24-33.5-701, *et seq.* authorize the Board of Trustees to declare that a disaster emergency has occurred or the threat of such event is imminent from any natural cause or cause of human origin; and

WHEREAS, Section 8.06.010 of the Kremmling Municipal Code defines a "Disaster" to include the imminent threat of damage due to drought; defines "Emergency Management" as the marshaling of resources to meet all disasters or potential disasters under coordinated management; and defines "Mitigation" as any activities that eliminate or reduce the probability of a disaster occurring; and

WHEREAS, the Town is actively engaged in the mitigation and preparedness phase to prevent a critical water supply failure, arising from these urgent and emergent local conditions; and

WHEREAS, the Colorado Department of Local Affairs (DOLA) and the Colorado River District have indicated that this emergency situation qualifies for emergency financial assistance, which requires a formal declaration to secure; and

WHEREAS, pursuant to the Municipal Code, a mayoral declaration of a disaster emergency is limited to 72 hours unless formally continued or provided for by the Board of Trustees.

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

Section 1. Declaration of Local Emergency. The Board of Trustees hereby finds and declares that an urgent, drought-related emergency exists within the Town of Kremmling. This declaration is made in accordance with Kremmling Municipal Code Section 8.06.010 and C.R.S. § 24-33.5-701, *et seq.* as a proactive mitigation activity to eliminate or reduce the imminent threat of severe water shortage and system failure.

Section 2. Authorization and Purpose. This declaration is enacted specifically for the purpose of ensuring community welfare, implementing the Colorado River Intake Rehabilitation Project Scope of Work, and pursuing critical emergency funding.

Section 3. Emergency Funding Applications. The Mayor, Town Manager, and Town staff are hereby authorized to immediately execute and submit all necessary applications, letters, budgets, and agreements to the Colorado Department of Local Affairs (DOLA) and other partnering water districts to secure emergency financial assistance for the project.

Section 4. Scope of Mayoral Powers. The emergency powers activated by this resolution under Section 8.06.030 of the Kremmling Municipal Code shall be focused on the expedited administration, funding acquisition, and execution of the emergency water intake repairs. Financial policies may be bypassed exclusively to the extent previously recognized by the Board and approved by the Mayor to facilitate swift mitigation project delivery.

Section 5. Term. This declaration and the authorizations granted herein shall remain in effect until the Colorado River Intake project is fully operational, or until explicitly rescinded by the Board of Trustees.

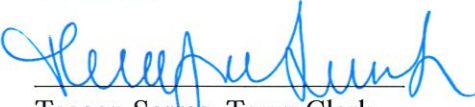
Section 6. Notice. Pursuant to C.R.S. § 24-33.5-709, this Declaration shall be given prompt and general publicity, and shall be filed promptly with the Town Clerk and the Colorado Office of Emergency Management.

INTRODUCED, READ, AND ADOPTED this 1st day of July, 2026.

TOWN OF KREMMLING


Wes Howell, Mayor

ATTEST:


Teagan Serres, Town Clerk

**TOWN OF KREMMLING PLANNING AND ZONING COMMISSION
RESOLUTION NO. 2026-07-01PZ**

**A RESOLUTION GRANTING APPROVAL OF A SPECIAL REVIEW USE PERMIT
FOR HILL HOLDINGS, LLC AT 109 WEST PARK AVENUE**

LOCATED AT LOTS 5-15, BLOCK 6, HEINI'S ADDITION TO THE TOWN OF
KREMMLING

WHEREAS, Hill Holdings, LLC, represented by Chris Parmenter (the "Applicant"), requested a Use by Special Review Permit to allow the conversion of a former motel into employee housing in the Central Business (CB) Zoning District located at 109 West Park Avenue and legally described as Lots 5-15, Block 6, Heini's Addition to the Town of Kremmling, County of Grand, State of Colorado (the "Property"); and

WHEREAS, the Property is owned by the Applicant, Hill Holdings, LLC, by Special Warranty Deed recorded at Reception No. 2021006012 on May 27, 2021; and

WHEREAS, the Property is zoned CB (Central Business), and boarding houses, lodging houses, or residential uses in the Central Business Zoning District are allowed only by special review; and

WHEREAS, notice of a Public Hearing was sent to adjacent property owners via certified mail on May 28, 2026; posted on the subject property on June 4, 2026; and published in the Sky-Hi News and Middle Park Times on May 20, 2026; and

WHEREAS, the Planning and Zoning Commission conducted a Public Hearing on said application on June 10, 2026, at 6:00 p.m.; and

WHEREAS, the Planning and Zoning Commission has considered the criteria for special review set forth in Section 17.03.070 of the Kremmling Municipal Code and has determined that the proposed use satisfies the necessary standards:

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

drainage systems, and schools; and

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

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION FOR THE TOWN OF KREMMLING, COLORADO that a Special Review Use Permit shall be and is hereby granted to Hill Holdings, LLC to allow the conversion and operation of employee housing in the Central Business (CB) Zoning District located at 109 West Park Avenue under the terms and conditions set forth in the attached Exhibit "A".

Upon motion duly made, seconded, and carried, the foregoing Resolution was adopted this 8th day of July 2026.

TOWN OF KREMMLING

By: 
Paul Johnson, Chair

ATTEST:

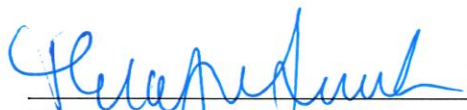

Teagan Serres, Town Clerk

EXHIBIT "A"
RESOLUTION NO. 2026-07-01PZ

A. PERMITTEE:

Name: Hill Holdings, LLC / Chris Parmenter
Address: PO Box 909, Kremmling, CO 80459
Phone #: 406-249-1166
Email: chris@coloradotr.com

B. USES PERMITTED:

Conversion and operation of a former motel structure into employee housing.

C. LOCATION OF PERMITTED USE:

Lots 5-15, Block 6, Heini's Addition, commonly known as 109 West Park Avenue, Kremmling, CO 80459.

Parcel ID / Account: R021871 (Parcel: 1441-074-08-007)

D. BEGINNING DATE OF PERMIT: June 10, 2026

ENDING DATE OF PERMIT:

Conditional/Terminable upon cessation of specified employee housing operations or ownership transfer.

E. CONDITIONS OF PERMIT:

1. **Plan Alignment:** The proposed use in its proposed location will not conflict with the implementation of current adopted plans of the Town.
2. **Compatibility:** The use is compatible with surrounding land uses and the natural environment, and will not materially detract from the character of the immediate area or negatively affect the anticipated development or redevelopment plans for surrounding land uses.
3. **Impact Mitigation:** The location, size, design, and operating characteristics of the proposed use will have no significant adverse effect on visual characteristics, pedestrian and vehicular circulation, parking, trash, service delivery, noise, vibrations, and odor on surrounding properties.
4. **Public Facilities:** There are adequate public facilities to serve the proposed use including, but not limited to, public road, potable water, sewer, solid waste, parks, public safety services, drainage systems, and schools.
5. **Zoning Compliance:** The proposed use satisfies any additional standards imposed on this Zoning Code.

6. **Duration and Ownership Restriction:** The Special Use Permit shall be granted to and only for the duration of the current use of the Property by Colorado Timber Resources, LLC for housing its employees, and only for so long as Hill Holdings, LLC, is the Property owner.
7. **Non-Transferability:** The Special Use Permit shall not create any property interest in the approval given, and shall not be transferable, assignable, or otherwise alienable by the current owner, or the current user, or the successors and assigns of either.
8. **Recording Required:** The Special Use Permit shall be recorded with the Grand County Clerk and Recorder.
9. **Right to Terminate:** If at any time any structure on the Property becomes damaged and is not repaired within six months; or if any structure is destroyed beyond fifty percent of its economic value compared to cost of repair; or ceases used for, or becomes used for other than employee housing for Colorado Timber Resources, LLC, the Town shall have the right to terminate the Special Use Permit.
10. **Right to Suspend:** The Town shall have the right to suspend the Special Use Permit at any time upon investigation of complaints or noncompliance with the conditions of the Special Use Permit or any local, state, or federal law, or if the premises becomes a public nuisance.

F. APPLICABLE SECTIONS OF THE KREMMLING MUNICIPAL CODE:

- 17.03.070 - Application and approval of Use by Special Review.
- 17.04.020.D - Central Business Zone district standards.

G. DATE AND TIME OF APPROVAL:

Wednesday, June 10, 2026, at 6:00 p.m.

TOWN OF KREMMLING

ATTEST: J. MacPherson
Jen MacPherson, Planning Director

DATE: July 8, 2026

BY: Paul Johnson
Paul Johnson, Chair

PERMITTEE:

BY: _____
Hill Holdings, LLC

DATE: _____

GRANT AGREEMENT

Project Name: Kremmling Community Parks Revitalization
Project Completion Date: June 30, 2029
Contract Number: 26015

PARTIES TO AGREEMENT

Board/GOCO: The State Board of the Great Outdoors Colorado Trust Fund
Address: 1900 Grant Street, Suite 725, Denver, CO 80203
E-mail Address: lkahler@goco.org
Contact Name: Leah Kahler-Read
Telephone: (303) 226-4533

Grantee: Town of Kremmling
Address: P.O. Box 538, Kremmling, Colorado 80459
E-mail Address: recreation@townofkremmling.org
Contact Name: Gabby Willson
Contact's Phone: (970) 531-3781

Date: June 15, 2026

EXHIBITS

Exhibit A Project Summary
Exhibit B Resolution
Exhibit C Approved Budget
Exhibit D Due Diligence Checklist (if applicable) OR Intergovernmental (or other) Agreement (if applicable)
Exhibit E Special Terms

RECITALS

A. The State Board of the Great Outdoors Colorado Trust Fund (“GOCO” or “Board”) is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to GOCO and directs GOCO to invest those proceeds in the state’s parks, wildlife, open space, and recreational resources.

B. GOCO created grant programs pursuant to which eligible entities can apply for grants for a variety of outdoor projects. Grantee or Grantees listed above ('Grantee') submitted a detailed project application ('Project Application') that contemplates the execution of the project (the 'Project') entitled above and described in GOCO’s project summary ('Project Summary'), attached and incorporated as Exhibit A.

C. GOCO approved Grantee’s Project Application, which is incorporated into this Agreement by reference, on June 12, 2026, subject to the execution of a detailed grant agreement. GOCO and Grantee each have on file a copy of the Project Application.

D. The parties intend this Grant Agreement (this “Agreement”) to be the detailed grant agreement required by GOCO.

AGREEMENT

NOW, THEREFORE, in consideration of the parties’ mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1 – PROJECT

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement.

2. Representations and Warranties of Grantee. Grantee is a Government, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement. Grantee’s governing body has authorized entering into this Agreement as evidenced by the resolution attached and incorporated as Exhibit B.

3. Grant and Project. GOCO awards to Grantee a grant in the amount not to exceed \$700,000.00 (“Grant”), subject to the terms and conditions set forth in this Agreement. The Grant shall be used by Grantee solely to complete the Project as approved by GOCO and as described in the Project Application and the Project Summary. In the event of a conflict between the Project Application and the Project Summary, the parties shall resolve the conflict by mutual agreement.

4. Project Scope. Grantee shall not materially modify the Project without the prior written consent of the Executive Director of GOCO (“Executive Director”) or the Executive Director’s designee, such approval to be in GOCO’s sole discretion. Any material modification to the

Project undertaken without GOCO's prior written consent shall be deemed a breach of this Agreement, entitling GOCO to all remedies available under this Agreement. As provided in Paragraph 15 of this Agreement, if Grantee determines with reasonable probability that the Project will not or cannot be completed as described in the Project Application and the Project Summary, Grantee shall promptly notify GOCO and shall cooperate with GOCO in good faith to seek a resolution before any further funds are disbursed.

5. Grantee Efforts. Grantee agrees to use its best efforts to complete the Project in a timely fashion and consistent with this Agreement described in the Project Application and the Project Summary.

6. Approved Budget. Grantee has completed a detailed budget that reflects anticipated sources and uses of funds for the Project, including an accounting of Grantee's anticipated costs associated with elements of the Project, a copy of which is attached and incorporated as Exhibit C ("Budget"). Eligible costs are described in Paragraph 9 of this Agreement. The Project Application contains a budget that may not match the Budget attached as Exhibit C and which, therefore, the parties shall not rely upon. Where discrepancies exist, the Budget in Exhibit C shall control unless the Executive Director or the Executive Director's designee approves an updated version of the Budget in writing. Any such updated version of the Budget shall replace the version of the Budget in Exhibit C.

7. Waiver. Prior to the disbursement of funds, the Executive Director in their discretion may waive certain conditions set forth in this Agreement. Anything else to the contrary notwithstanding, the exercise by GOCO staff ("Staff"), the Executive Director, or GOCO of any right or discretion reserved to them under this Agreement shall not be deemed a waiver. Furthermore, no waiver by them under this Agreement shall constitute a waiver of any other requirements, actions, or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff, the Executive Director, or GOCO shall be effective unless in writing executed by them. Additionally, any failure by the Staff, the Executive Director, or GOCO to take any actions as set forth in this Agreement shall have no legal effect on the contractual duties of Grantee. Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other GOCO-funded project.

8. Future Funding. This Agreement and the Grant only apply to the Project specifically described in this Agreement. GOCO makes no representations regarding future funding for future phases of the Project, whether or not described in the Project Application, Project Summary, or otherwise.

SECTION 2 – GRANT PAYMENT

9. Eligible Costs. The Grant and all matching funds, whether cash or in-kind, shall be used only for eligible expenses approved by GOCO in the Budget; these costs are eligible for reimbursement on the basis of costs actually incurred by Grantee. If the Project includes a property acquisition, which may include acquisition of a fee simple interest or any type of easement, the purchase price of the property may not exceed the fair market value of the property as established by an appraisal.

10. Payment of Grant.

A. *General Terms.* Payment of the Grant is subject to the Project being completed with no material modifications made, except as otherwise consented to in advance by GOCO in accordance with this Agreement. The Grant will not be increased, but GOCO may reduce the Grant if the Project changes in any way that GOCO deems material. It is the sole responsibility of Grantee to inform GOCO of, and receive GOCO's written consent to, any material modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any modifications, however seemingly minor, to the Project.

B. *Specific Terms.* GOCO strongly encourages Grantee to communicate with GOCO Staff at project commencement to determine a payment schedule, especially if Grantee requires an advance payment (as defined below). For capital construction, planning, stewardship, and capacity projects GOCO will issue payment as follows:

i. *Advanced Payment.* Grantee may opt to receive a portion of the Grant prior to starting and completing work on the project ('Advanced Payment'). Grantee may request a single Advanced Payment of up to 75% of the grant amount upon execution of this Agreement and after providing to GOCO an advanced payment request detailing secured contracts and/or quotes included in the GOCO-approved Project scope. The Advanced Payment must be submitted using GOCO's Advanced Payment Request form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making an Advanced Payment.

Annually, at the end of GOCO's fiscal year which concludes on June 30, GOCO will conduct an audit of all expenditures made by the Grantee using GOCO advanced payment funds during the year (July 1 – June 30). This may include requests for any invoices, receipts, billing statements evidence of payment, or other supporting materials relating to the receipt and use of GOCO funds by Grantee or third-party beneficiaries. The Grantee agrees to provide GOCO materials requested as part of any such review by July 15. GOCO shall provide the parties written notification if such review indicates deficiencies, errors, or other issues with money previously advanced. The parties agree to confer in good faith within 30 days of receipt of any notifications to achieve a resolution, as appropriate.

ii. *Progress Payment.* Grantee may opt to receive a portion of the Grant after starting but prior to completing work on the Project ('Progress Payment'). GOCO will issue a maximum of one (1) Advanced Payment or Progress Payment per calendar year (unless an alternative payment schedule is agreed to in writing by GOCO staff). Grantee shall provide GOCO with a progress report detailing expenditures and progress made to date ('Progress Report'). The Progress Report must be submitted using GOCO's Progress Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making a Progress Payment. Progress Payments shall not exceed 75% of the Grant.

iii. *Final Payment.* Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Project and its completion ('Final Report'). The Project is 'complete' when all improvements or activities included in the GOCO-approved Project scope have been built and are ready for their intended use. The Final Report must be submitted using GOCO's Final Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon GOCO's review and approval of the Final Report, GOCO shall pay the outstanding balance on the Grant ('Final Payment'), subject to any reductions contemplated by any provision of this Agreement.

iv. *Waivers of Liens and Claims.* GOCO may, in its discretion, depending on the nature of the Project, require documentation of mechanics' lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.

11. Net Lottery Proceeds. Payment of the Grant is subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant and that Grantee has complied with this Agreement, including Grantee's fulfillment of all conditions precedent to funding. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable, including but not limited to adequate reserves, funding requirements, and/or commitments for other past, current, and future grants, and past, current, and future GOCO operating expenses and budgetary needs.

12. GOCO Review. GOCO shall have 30 days to review any progress or final report or other request and respond to Grantee, unless the Grant or portion thereof is for a property acquisition where grant reports are deemed inapplicable.

13. Withdrawal of GOCO Funding; Termination of Agreement. Anything in this Agreement to the contrary notwithstanding, with prior notice to Grantee, GOCO reserves the right to withhold or withdraw all or a portion of the Grant, to require a full or partial refund of the Grant, and/or to terminate this Agreement if GOCO determines in its sole discretion that:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant presented in the Project Application and described in the Project Summary infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from that which was presented in the Project Application, and reflected in the Project Summary, without prior written approval of the Executive Director or the Executive Director's designee;

C. *Inaccuracies.* Any statement or representation made or information provided by Grantee in the Project Application, this Agreement, grant report documents, due diligence materials, or otherwise is untrue, inaccurate, or incomplete in any material respect;

D. *Reporting.* Grant reports (if applicable) or due diligence materials (if applicable) are not acceptable to GOCO;

E. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding listed in Section 3 below is not fulfilled by Grantee or is unsatisfactory to GOCO, in its sole discretion;

F. *Delays.* The Project will not or cannot be completed by the Completion Date, as defined below, or any extensions granted, or delays in the implementation of the Project have occurred that make the Project impracticable in the Board's judgment; or

G. *Costs.* The Project will not or cannot be completed within the Budget including such modifications to the Budget as have been approved in writing by GOCO.

SECTION 3 – CONDITIONS PRECEDENT

14. Completion Date. Grantee shall complete the Project no later than June 30, 2029 ("Completion Date"). Grantee may request an extension of the Completion Date in compliance with GOCO's policies and procedures, as such policies and procedures may be amended from time to time by GOCO in its sole discretion. GOCO may elect to terminate this Agreement and deauthorize the Grant in the event the Completion Date is not met and/or Grantee fails to comply with GOCO's extension procedures.

15. Grantee's Inability to Complete Project. If Grantee determines with reasonable probability that the Project will not or cannot be completed as approved by GOCO, Grantee will promptly advise GOCO in writing. Upon written request by Grantee, as a possible alternative to termination of the Grant, GOCO may consider funding an alternative project scope. Any alternative scope must meet GOCO eligibility requirements and applicable policies and procedures must be approved by GOCO in writing, and shall be subject to this Agreement and incorporated herein.

16. Conditions Precedent to Funding. Anything else in this Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Agreement to GOCO's satisfaction in its sole discretion, including but not limited to the following:

A. *Matching Funds.* Matching funds in the minimum amount required by GOCO policy or procedure, or as modified and approved in compliance with GOCO procedures, must have been received by Grantee, or Grantee must have disclosed the status of Grantee's efforts to secure matching funding to the Staff and such efforts must have been deemed satisfactory by Staff. Grantee shall provide evidence of matching funds as GOCO may require in its reasonable discretion.

B. *GOCO Policies and Procedures.* The Project must comply with all of GOCO's policies and procedures, which may be amended from time to time by GOCO in its sole

discretion, and must meet any special Board conditions as listed in the attached Project Summary (Exhibit A).

SECTION 4 – OTHER PROVISIONS

17. Additional Terms for Certain Grants. If the Grant is a stewardship grant, a capital construction grant, and/or a grant that is made to acquire an interest in real property the special terms attached and incorporated as Exhibit E shall apply to the Grant.

18. Publicity and Project Information. GOCO has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge GOCO funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, GOCO shall be acknowledged as a contributor in the invitation for the event. GOCO shall be notified of any such events 30 days in advance. Grantee shall cooperate with GOCO in preparing public information pieces, providing access to the property for publicity purposes (to the extent allowed by the landowner if the Project entails a conservation easement on a privately-owned property), and providing photos or other imagery of the Project from time to time, which GOCO reserves the right to use and duplicate in any print or electronic publication or platform for publicity, illustration, advertising, web content, and other purposes at any time without the need to seek pre-approval from Grantee. To the extent practicable, Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly and members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

19. Signage. Grantee shall erect one or more permanent signs at a prominent and visible location approved by GOCO on the Project site identifying the Project to the public and acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. The signage shall be erected *unless* GOCO approves a waiver requested by the Grantee. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs. GOCO must approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards prior to their placement.

20. Liability.

A. Liability. To the extent allowed by law, Grantee shall be responsible for any and all liabilities, claims, demands, damages, or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement (with the exception of potential claims between GOCO and Grantee relating to performance of this Agreement). Grantee agrees that GOCO shall not be liable or responsible for any such liabilities resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee waives any and all rights to any right of contribution from the State of Colorado, GOCO, its members, officers, agents, or employees for

any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

B. *No CGIA Waiver.* No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protections provided to GOCO under the Colorado Governmental Immunity Act as amended or as may be amended in the future (including without limitation any amendments to such statute, or under any similar statute that is subsequently enacted) (“CGIA”). This provision may apply to Grantee if Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. GOCO and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of GOCO, its members, officials, agents, and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of GOCO, its members, officers, agents, and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination; worker safety; local labor preferences; preferred vendor programs; equal employment opportunity; use of competitive bidding; permits; approvals; local, state, and federal regulations and environmental laws; and other similar requirements. To the maximum extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless GOCO, Executive Director, and Staff from any cost, expense, or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors, subcontractors, and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or any other basis prohibited by local, state, or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access to and use of the Project.

21. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to any expenses incurred for the Project. Grantee shall retain the accounts, documents, and records related to the Project for five years following the date of Project completion (“Record Retention Period”). If there is any pending litigation, claim, or ongoing audit related to the Project that commences before but exceeds the five-year Record Retention Period and GOCO provides notice to Grantee, Grantee shall retain the accounts, documents, and records related to the Project until the litigation, claim, or ongoing audit concludes. The accounts, documents, and records related to the Project shall be subject to examination and audit by GOCO or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

22. Breach. In addition to other remedies that may be provided in this Agreement or that may be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Agreement, GOCO shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant.* GOCO reserves the right to withdraw funding, terminate this Agreement, and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects.

B. *After Any Payment of Grant.* GOCO reserves the right to seek specific performance of Grantee's obligations under this Agreement; receive reimbursement in full of any disbursements made under the Grant, including if Grantee does not fulfill its obligations to operate, manage, and/or maintain a capital improvement due to lack of annual appropriations (if applicable); and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects. GOCO has the right to disallow costs and recover funds based on audits, litigation, claims or other review made within the Record Retention Period.

In the event GOCO must pursue any remedy under this Agreement and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

23. GOCO Policies and Procedures. Grantee acknowledges it has received a copy of the GOCO policies and procedures or otherwise has access to applicable policies and procedures of GOCO in connection with this Agreement and is familiar with their requirements.

24. Miscellaneous Provisions.

A. *Good Faith.* The parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to all other parties.

B. *Assignment.* Grantee may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Executive Director or the Executive Director's designee, who has the sole discretion to withhold consent to assign. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board, or otherwise receives express permission from the Board to act as assignee, and assumes Grantee's ongoing obligations under this Agreement.

C. *Applicable Law.* Colorado law applies to the interpretation and enforcement of this Agreement. Venue for any dispute under this Agreement shall lie exclusively in the state courts of the City and County of Denver.

D. *No Joint Venture.* Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee, or other relationship between the parties other than independent contracting parties. Except as permitted under the remedies provisions of this

Agreement, no party shall have the express or implied right to act for, on behalf of, or in the name of any other party.

E. *Status of Grantee.* The parties acknowledge that GOCO lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee, or agent of GOCO.

F. *Time is of the Essence.* Time is of the essence in this Agreement.

G. *Survival.* The terms and conditions of this Agreement, including but not limited to Grantee's obligations, shall survive the funding of the Grant and the completion of the Project.

H. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Agreement made electronically and transmitted electronically or by facsimile as if they were original signatures.

I. *Third-Party Beneficiary.* GOCO and Grantee acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between GOCO and Grantee and that no third-party beneficiaries are intended. Notwithstanding the preceding statement, GOCO and Grantee acknowledge that: (1) GOCO is intended to be and is a third-party beneficiary of any real property covenants and terms of any use restriction and real property interest in any use restriction that GOCO funds and (2) in some circumstances a third party may benefit from this Agreement if the Grantee assigns the Project or if a third party will hold a use restriction.

J. *Notice.* Any notice, demand, request, consent, approval, or communication that any party desires or is required to give shall be in writing and shall be deemed to have been given to the other party when (a) hand-delivered; (b) sent by e-mail to the e-mail address listed on Page 1 of this Agreement (with a copy of such notice delivered by hand or deposited in the United States mail (registered or certified mail, postage prepaid, return receipt requested) or by reputable delivery service (return receipt or delivery tracking requested)); or (c) sent by a nationally-recognized overnight courier service to the street address listed on Page 1 of this Agreement.

K. *Construction; Severability.* The parties have reviewed this Agreement, and therefore any rules of construction requiring that ambiguities be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or unenforceable, it shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

L. *Entire Agreement.* Except as expressly provided, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this

Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

M. *Termination of the Board.* If Article XXVII of the Colorado Constitution, which established GOCO, is amended or repealed to terminate GOCO or merge GOCO into another entity, the rights and obligations of GOCO under this Agreement shall be assigned to and assumed by such other entity as provided by law, but, in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of _____.

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND
By:

TOWN OF KREMMLING:
By:

Jackie Miller
Title: Executive Director

Name:
Title: Town Manager

GOCO Program Staff:
Route Grant Agreement to
Executive Director for signature:

Name: Leah Kahler-Read
Title: Senior Grants Officer

EXHIBIT A

Project Summary

Funding will help the Town of Kremmling revitalize the Red Mountain Sports Complex and Doc Ceriani Park, turning two aging, safety-challenged facilities into modern, multi-use hubs serving as a recreation anchor for a 30-mile radius. In a town where nearly half of residents are under 24 and many parents commute long distances to resort communities, the project will provide safe, close-to-home outdoor spaces for youth, families, and older adults alike.

At Doc Ceriani Park, located in Kremmling's largest neighborhood, the project will install an all ability, ADA compliant playground with inclusive surfacing and sensory and accessible play elements so children of all ages and abilities can play together. It will also add a multi sport mini pitch system for soccer, basketball, and pickleball in a durable, small-footprint court, expanding daily recreation options for youth and adults.

At the Red Mountain Sports Complex, the project will create a safer, versatile regional hub by leveling fields and addressing gopher holes, adding targeted fencing, winterizing restrooms with a new furnace to support year round use, and constructing a formal sand volleyball court. Securing recreational leases and creating a new trailhead and parking area will connect the complex directly to adjacent State and BLM lands, opening up walking, hiking, and trail running access from town and positioning Kremmling as a trail and sports destination.

The design reflects robust local engagement, including surveys, event-based outreach, and stakeholder input from youth sports leaders and residents, which confirmed both parks as top priorities and shaped specific amenities. Together, the upgrades will deliver safer, more equitable recreation infrastructure that keeps families "staying and playing" in Kremmling while supporting local businesses and long term community vitality.

EXHIBIT B
Resolution

EXHIBIT C
Approved Budget

EXHIBIT D
Due Diligence Checklist (if applicable)
Intergovernmental (or other) Agreement (if applicable)

EXHIBIT E
Special Terms: Capital Construction Grant

1. Property Ownership. All properties on which GOCO-funded projects are located must be owned by, under the control of, or have been granted access to by the Grantee for the useful life of the Project (the “Property”). If Grantee does not own the Property on which the Project is to be located, Exhibit D between Grantee and the Property’s owner continues in effect and unmodified throughout the term of this Agreement.

2. Project Operation and Maintenance.

A. Subject to annual appropriations, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified and for the useful life of the Project, or a minimum of 15 years, in accordance with product warranties and/or the generally accepted standards in the parks/recreation community. Grantee also shall provide and maintain access to the Project and to the Property, regardless of the Property’s ownership. Failure to comply with this paragraph may be deemed a breach by Grantee under Paragraph 22.

B. GOCO shall not be liable for any cost of maintenance, management, or operation of the Project.

C. Within 60 days of a reasonable request by the Board, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

D. Grantee’s staff shall request during the Grantee’s annual budget process an appropriation sufficient to meet the financial obligations of Grantee under this Agreement. Grantee will use its best efforts to fully consider such appropriation. The parties understand that the Board is relying upon fair and full consideration of annual appropriation in its decision to extend its resources and the Grant and to enter into this Agreement. In the event that Grantee fails to appropriate sufficient funds to meet the obligations of this Agreement, Grantee shall provide notice to the Board of the specific reason(s) for any decision not to appropriate funding. Grantee’s staff shall notify the Board of any recommendation not to fund or to partially fund the annual appropriation necessary to fulfill Grantee’s obligations under this Agreement.

3. Public Access. Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project for the useful life of the Project. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

4. Insurance. Grantee shall maintain general liability insurance or self-insure for the entire period of the Project for protection in the event of injury and/or damage. The insurance limits shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. If the Grantee contracts with another organization to complete the Project, it is the responsibility of the Grantee to ensure its contractor carries insurance that fulfills this requirement.

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	26-0233	JULY 2026 CHP	07/01/2026	20,179.38	.00		
Total 00-002-2130:					20,179.38	.00		
00-002-2403								
1302	KREMMLING SANITATION DIST	6/30/2026	SEWER FEES REIMBURSEMENT	06/30/2026	68,771.59	.00		
Total 00-002-2403:					68,771.59	.00		
Total :					88,950.97	.00		
Judicial Expenses								
00-110-5500								
1074	CARLSON & CARLSON	20263	MUNICIPAL COURT JUDGE	07/01/2026	2,100.00	.00		
Total 00-110-5500:					2,100.00	.00		
Total Judicial Expenses:					2,100.00	.00		
Town Manager								
00-122-6110								
1071	CARD SERVICES	6/30/2026	MEETING BREAKFAST 6.18.26	06/30/2026	131.10	.00		
Total 00-122-6110:					131.10	.00		
00-122-6200								
1071	CARD SERVICES	6/30/2026	DIGITAL GOOD APP	06/30/2026	684.00	.00		
Total 00-122-6200:					684.00	.00		
00-122-6245								
1071	CARD SERVICES	6/30/2026	VERIZON	06/30/2026	17.77	.00		
Total 00-122-6245:					17.77	.00		
Total Town Manager:					832.87	.00		
Administrative								
00-125-5500								
1289	KELLY P.C.	JULY 1, 2026	ADMIN ATTORNEY FEES	07/01/2026	1,215.00	.00		
Total 00-125-5500:					1,215.00	.00		
00-125-5550								
1076	CASELLE INC	INV-21373	MAINTENANCE AND SUPPORT	07/01/2026	1,251.80	.00		
1703	COBERLY WEB CREATIONS	21	WEBSITE EDITS 4/26 - 6/26	07/06/2026	140.00	.00		
1689	EXECUTECH	DEN-255645	ON SITE SUPPORT & MAINT	07/01/2026	851.66	.00		
1793	RISER ACCOUNTING	2195	CPA ACCOUNTING JUNE	06/30/2026	4,475.15	.00		
1640	XPRESS BILL PAY	INV-XPR03757	ONLINE TRANSACTIONS	06/30/2026	100.28	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 00-125-5550:					6,818.89	.00		
00-125-6030								
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	CONVENIENCE FEE	06/22/2026	2.00	.00		
Total 00-125-6030:					2.00	.00		
00-125-6050								
1071	CARD SERVICES	6/30/2026	EMPLOYERS COUNCIL	06/30/2026	382.83	.00		
1071	CARD SERVICES	6/30/2026	MICROSOFT	06/30/2026	115.50	.00		
1071	CARD SERVICES	6/30/2026	ADOBE	06/30/2026	19.99	.00		
1071	CARD SERVICES	6/30/2026	ADOBE	06/30/2026	5.60	.00		
1071	CARD SERVICES	6/30/2026	ADOBE	06/30/2026	239.90	.00		
1071	CARD SERVICES	6/30/2026	MICROSOFT	06/30/2026	9.99	.00		
Total 00-125-6050:					773.81	.00		
00-125-6110								
1071	CARD SERVICES	6/30/2026	CML CONFERENCE	06/30/2026	110.00	.00		
Total 00-125-6110:					110.00	.00		
00-125-6115								
1644	FREEDOM MAILING SERVICES,	53222	POSTCARD UTILITY BILLS	06/22/2026	345.08	.00		
Total 00-125-6115:					345.08	.00		
00-125-6200								
1071	CARD SERVICES	6/30/2026	OFFICE COFFEE CREAMER	06/30/2026	4.63	.00		
1417	QUILL LLC	49338910	TOWN HALL DUMDUM SUCKER	06/19/2026	33.81	.00		
1417	QUILL LLC	49401405	PAPER	06/25/2026	41.99	.00		
Total 00-125-6200:					80.43	.00		
00-125-6240								
1071	CARD SERVICES	6/30/2026	RECEIPT BOOKS	06/30/2026	95.77	.00		
1071	CARD SERVICES	6/30/2026	ZIP TIES	06/30/2026	17.84	.00		
1071	CARD SERVICES	6/30/2026	H FRAME WIRE STAKES	06/30/2026	12.99	.00		
Total 00-125-6240:					126.60	.00		
00-125-6245								
1071	CARD SERVICES	6/30/2026	CENTURY LINK WEB HOSTING	06/30/2026	4.33	.00		
1071	CARD SERVICES	6/30/2026	8 X 8 PHONES	06/30/2026	154.37	.00		
Total 00-125-6245:					158.70	.00		
00-125-6300								
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	200 EAGLE AVE	06/22/2026	184.70	.00		
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	208 EAGLE AVE STORE	06/22/2026	43.39	.00		
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	208 EAGLE AVE	06/22/2026	42.23	.00		
1568	XCEL ENERGY	984296301	200 EAGLE AVE	06/30/2026	55.88	.00		
Total 00-125-6300:					326.20	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
00-125-6310								
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	OLD FIRE HALL	06/22/2026	57.08	.00		
1568	XCEL ENERGY	984298274	301 CENTRAL AVE	06/30/2026	74.06	.00		
Total 00-125-6310:					131.14	.00		
Total Administrative:					10,087.85	.00		
Planning & Zoning								
00-130-5560								
1171	BOWMAN CONSULTING GROU	568307	GRAND CLIFFS ENGINEERING	06/30/2026	455.00	.00		
Total 00-130-5560:					455.00	.00		
00-130-5580								
1289	KELLY P.C.	JULY 1, 2026	SUNRISE ATTORNEY FEES	07/01/2026	427.50	.00		
Total 00-130-5580:					427.50	.00		
00-130-6115								
1071	CARD SERVICES	6/30/2026	GCLD CERTIFIED MAIL	06/30/2026	52.29	.00		
1071	CARD SERVICES	6/30/2026	CERTIFIED MAILINGS 7.8.26	06/30/2026	133.76	.00		
Total 00-130-6115:					186.05	.00		
Total Planning & Zoning:					1,068.55	.00		
Police								
00-140-5550								
1071	CARD SERVICES	6/30/2026	EE BACKGROUND CHECK	06/30/2026	6.00	.00		
1689	EXECUTECH	DEN-255645	ON SITE SUPPORT & MAINT	07/01/2026	851.67	.00		
1628	LANGUAGE LINE SERVICES	11957361	INTERPRETATION SERVICES J	06/30/2026	127.89	.00		
1520	TRANSUNION RISK & ALT	1530762-2026	JUNE SEARCH ACCT #1530762	07/01/2026	73.20	.00		
1520	TRANSUNION RISK & ALT	JULY 2, 2026	REPLENISH SEARCH ACCT	07/01/2026	500.00	.00		
Total 00-140-5550:					1,558.76	.00		
00-140-6050								
1071	CARD SERVICES	6/30/2026	ACCESS TO RECORD MGMT	06/30/2026	76.98	.00		
1071	CARD SERVICES	6/30/2026	MICROSOFT	06/30/2026	299.97	.00		
Total 00-140-6050:					376.95	.00		
00-140-6100								
1783	PEAK DIGITAL OFFICE SOLUTI	74976	METER BILLING FOR RICOH C	07/01/2026	177.70	.00		
Total 00-140-6100:					177.70	.00		
00-140-6110								
1071	CARD SERVICES	6/30/2026	COTAK 2026 REGISTRATION FE	06/30/2026	256.39	.00		
1071	CARD SERVICES	6/30/2026	SRO TRAINING COURSE	06/30/2026	50.00	.00		
1071	CARD SERVICES	6/30/2026	LODGING FOR KOGA TRAINING	06/30/2026	689.62	.00		
1071	CARD SERVICES	6/30/2026	KOGA TRAINING REGISTRATIO	06/30/2026	550.00	.00		
1071	CARD SERVICES	6/30/2026	CQB INST TRAINING REGISTRA	06/30/2026	750.00	.00		
1071	CARD SERVICES	6/30/2026	REFUND FROM COMFORT SUIT	06/30/2026	36.25-	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 00-140-6110:					2,259.76	.00		
00-140-6115								
1071	CARD SERVICES	6/30/2026	MAIL ITEM FOR TESTING	06/30/2026	8.05	.00		
1071	CARD SERVICES	6/30/2026	MAIL PARCEL TO DEPT OF REV	06/30/2026	3.00	.00		
1071	CARD SERVICES	6/30/2026	MAIL EVIDENCE TO LAB FOR P	06/30/2026	2.44	.00		
Total 00-140-6115:					13.49	.00		
00-140-6200								
1071	CARD SERVICES	6/30/2026	HIGH VELOCITY COOLING FAN	06/30/2026	214.84	.00		
Total 00-140-6200:					214.84	.00		
00-140-6240								
1071	CARD SERVICES	6/30/2026	FIREARM TRAINING SUPPLIES	06/30/2026	74.00	.00		
1071	CARD SERVICES	6/30/2026	REPLACE DAMAGED ADAPTER	06/30/2026	51.76	.00		
Total 00-140-6240:					125.76	.00		
00-140-6245								
1071	CARD SERVICES	6/30/2026	CENTURY LINK WEB HOSTING	06/30/2026	4.33	.00		
1071	CARD SERVICES	6/30/2026	8 X 8 PHONES	06/30/2026	154.37	.00		
1071	CARD SERVICES	6/30/2026	VERIZON	06/30/2026	133.30	.00		
1086	CENTURY LINK	JUN. 19, 2026	970-724-3528	06/19/2026	39.99	.00		
Total 00-140-6245:					331.99	.00		
00-140-6280								
1071	CARD SERVICES	6/30/2026	REPLACE NAME PLATE	06/30/2026	47.95	.00		
Total 00-140-6280:					47.95	.00		
00-140-6300								
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	1318 PARK AVE POLICE STATIO	06/22/2026	100.07	.00		
Total 00-140-6300:					100.07	.00		
00-140-6320								
1221	GRAND COUNTY ACCOUNTING	INV06020	POLICE FUEL & SURCHARGE	07/01/2026	1,165.40	.00		
Total 00-140-6320:					1,165.40	.00		
Total Police:					6,372.67	.00		
Highways & Streets								
00-150-6135								
1071	CARD SERVICES	6/30/2026	BOBCAT FILTER CHANGE, MO	06/30/2026	546.68	.00		
1238	GRAND POWER	#10 DATED JU	STREET LIGHT REPAIRS	06/15/2026	2,700.00	.00		
1306	K-TOWN NAPA	087930	BACKHOE A/C SYS REPAIR	06/24/2026	43.96	.00		
1306	K-TOWN NAPA	088067	BACKHOE FLASHER LIGHTS	06/29/2026	7.47	.00		
1306	K-TOWN NAPA	088260	GRADER BATTERIES	07/02/2026	591.98	.00		
1404	POWER MOTIVE CORP.	P85064	FLASHER RELAY FOR BACKHO	06/30/2026	91.02	.00		
Total 00-150-6135:					3,981.11	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
00-150-6140								
1306	K-TOWN NAPA	087736	DURANGO WINDOW REPAIR	06/19/2026	116.36	.00		
Total 00-150-6140:					116.36	.00		
00-150-6240								
1062	BUCKEYE WELDING SUPPLY C	0005122541	OXYDEN CYLINDER RENTAL	06/30/2026	9.19	.00		
1300	KREMMLING MERCANTILE	01-38917	CASES OF WATER	06/19/2026	21.38	.00		
1367	NORTHWEST RANCH SUPPLY	06/25/2026	D SIZE BATTERIES	06/25/2026	11.49	.00		
1367	NORTHWEST RANCH SUPPLY	06/25/2026	NEW WORK GLOVES	06/25/2026	25.98	.00		
1367	NORTHWEST RANCH SUPPLY	06/25/2026	TRASH BAGS	06/25/2026	18.99	.00		
1367	NORTHWEST RANCH SUPPLY	06/25/2026	CABLE TIES	06/25/2026	17.99	.00		
Total 00-150-6240:					105.02	.00		
00-150-6245								
1071	CARD SERVICES	6/30/2026	CENTURY LINK WEB HOSTING	06/30/2026	4.34	.00		
1086	CENTURY LINK	JUN. 19, 2026	970-724-3528	06/19/2026	39.99	.00		
Total 00-150-6245:					44.33	.00		
00-150-6310								
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	SL ONLY	06/22/2026	1,322.60	.00		
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	1318 PARK AVE POLICE STATIO	06/22/2026	100.06	.00		
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	PARK AVE & 1ST ST SOUTH	06/22/2026	60.16	.00		
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	PARK AVE & 1ST ST NORTH	06/22/2026	47.40	.00		
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	4TH ST BTWN PARK & CENTRA	06/22/2026	46.42	.00		
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	PARK AVE & 5TH ST	06/22/2026	44.45	.00		
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	3RD ST BTWN PARK & EAGLE A	06/22/2026	43.76	.00		
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	1421 PARK AVE	06/22/2026	43.47	.00		
Total 00-150-6310:					1,708.32	.00		
00-150-6315								
1568	XCEL ENERGY	984292795	1318 PARK AVE	06/30/2026	54.89	.00		
Total 00-150-6315:					54.89	.00		
00-150-6320								
1221	GRAND COUNTY ACCOUNTING	INV06020	STREETS FUEL & SURCHARGE	07/01/2026	1,021.57	.00		
Total 00-150-6320:					1,021.57	.00		
Total Highways & Streets:					7,031.60	.00		
Mosquito Control								
00-152-6430								
1536	VECTOR DISEASE CONTROL IN	PI-A00018891	2026 MOSQUITO CONTROL 5 O	07/01/2026	13,048.50	.00		
Total 00-152-6430:					13,048.50	.00		
Total Mosquito Control:					13,048.50	.00		
Cemetery								
00-155-6240								
1071	CARD SERVICES	6/30/2026	SPRINKLER VALVE BOXES	06/30/2026	169.64	.00		
1367	NORTHWEST RANCH SUPPLY	06/25/2026	3/4 COUPLERS	06/25/2026	29.37	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1367	NORTHWEST RANCH SUPPLY	06/25/2026	SPRAY NOZZLE & PIPE	06/25/2026	36.88	.00		
1367	NORTHWEST RANCH SUPPLY	06/25/2026	SEED AND 3/4 ELBOW	06/25/2026	31.98	.00		
1367	NORTHWEST RANCH SUPPLY	06/25/2026	MISC CLAMPS SIZE SMALL	06/25/2026	41.45	.00		
1367	NORTHWEST RANCH SUPPLY	06/25/2026	SLIP COUPLER & HEX NIPPLE	06/25/2026	16.67	.00		
1367	NORTHWEST RANCH SUPPLY	06/25/2026	NYLON BUSHING	06/25/2026	13.95	.00		
1367	NORTHWEST RANCH SUPPLY	06/25/2026	RECLAIM HOSE BIB REPAIR	06/25/2026	55.56	.00		
1367	NORTHWEST RANCH SUPPLY	06/25/2026	HOSE QUICK CONNECT	06/25/2026	7.99	.00		
1367	NORTHWEST RANCH SUPPLY	06/25/2026	METAL BRUSH	06/25/2026	2.29	.00		
1367	NORTHWEST RANCH SUPPLY	06/25/2026	PVC NIPPLE & POLY ELBOWS	06/25/2026	22.28	.00		
Total 00-155-6240:					428.06	.00		
00-155-6300								
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	1400 EAGLE AVE	06/22/2026	40.52	.00		
Total 00-155-6300:					40.52	.00		
Total Cemetery:					468.58	.00		
00-156-5800								
1071	CARD SERVICES	6/30/2026	ADULT SOFTBALL SCHEDULIN	06/30/2026	35.00	.00		
Total 00-156-5800:					35.00	.00		
00-156-6240								
1367	NORTHWEST RANCH SUPPLY	06/25/2026	YELLOW PAINT	06/25/2026	20.01	.00		
Total 00-156-6240:					20.01	.00		
00-156-6250								
1367	NORTHWEST RANCH SUPPLY	06/25/2026	NEW HIRE KEY	06/25/2026	5.83	.00		
1367	NORTHWEST RANCH SUPPLY	06/25/2026	WORK GLOVES	06/25/2026	28.99	.00		
1367	NORTHWEST RANCH SUPPLY	06/25/2026	CHALK CART WHEELS	06/25/2026	27.58	.00		
Total 00-156-6250:					62.40	.00		
Total :					117.41	.00		
Parks								
00-158-6070								
1417	QUILL LLC	49338910	PARKS SOAP	06/19/2026	113.71	.00		
1417	QUILL LLC	49353677	PARKS SOAP	06/22/2026	113.71	.00		
Total 00-158-6070:					227.42	.00		
00-158-6240								
1367	NORTHWEST RANCH SUPPLY	06/25/2026	NEW SPRINKLERS	06/25/2026	207.92	.00		
Total 00-158-6240:					207.92	.00		
00-158-6300								
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	2305 CENTRAL AVE	06/22/2026	371.10	.00		
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	GRAND AVE & 5TH ST	06/22/2026	75.37	.00		
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	DOC CERIANI	06/22/2026	60.59	.00		
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	203 PARK AVE	06/22/2026	50.07	.00		
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	303 S 8TH ST	06/22/2026	41.37	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 00-158-6300:					598.50	.00		
Total Parks:					1,033.84	.00		
Airport								
00-160-6300								
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	450 AIRPORT RD	06/22/2026	204.48	.00		
Total 00-160-6300:					204.48	.00		
Total Airport:					204.48	.00		
Total General:					131,317.32	.00		
Water								
Water Admin								
02-625-5500								
1777	JVAM PLLC	49877	WATER RIGHTS ATTORNEY FE	05/03/2026	1,935.03	.00		
1777	JVAM PLLC	52747	WATER RIGHTS ATTORNEY FE	07/02/2026	4,364.55	.00		
Total 02-625-5500:					6,299.58	.00		
02-625-5550								
1171	BOWMAN CONSULTING GROU	568308	WATER STORAGE TANK REHAB	06/30/2026	1,120.00	.00		
1689	EXECUTECH	DEN-255645	ON SITE SUPPORT & MAINT	07/01/2026	851.67	.00		
Total 02-625-5550:					1,971.67	.00		
02-625-6320								
1221	GRAND COUNTY ACCOUNTING	INV06020	WATER FUEL & SURCHARGE	07/01/2026	1,021.58	.00		
Total 02-625-6320:					1,021.58	.00		
02-625-7820								
1774	USA BANK NA	JULY 1, 2026	LOAN #DBS24CX232 PRINCIPAL	07/01/2026	299,615.85	.00		
Total 02-625-7820:					299,615.85	.00		
Total Water Admin:					308,908.68	.00		
Water Plant								
02-630-5550								
1622	STILLWATER TECH LLC	1528	WTP ORC CONTRACT	06/30/2026	1,774.00	.00		
Total 02-630-5550:					1,774.00	.00		
02-630-6070								
1367	NORTHWEST RANCH SUPPLY	06/25/2026	RUBBING ALCOHOL	06/25/2026	4.69	.00		
Total 02-630-6070:					4.69	.00		
02-630-6240								
1586	COLORADO ANALYTICAL LABO	260617194	PFAS TESTING	06/29/2026	383.00	.00		
1532	USA BLUEBOOK	INV01077524	DPD DISPENSER & CL 17 KITS	06/17/2026	552.45	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 02-630-6240:					935.45	.00		
02-630-6245								
1071	CARD SERVICES	6/30/2026	8 X 8 PHONES	06/30/2026	77.19	.00		
1071	CARD SERVICES	6/30/2026	VERIZON	06/30/2026	26.66	.00		
1086	CENTURY LINK	JUN. 19, 2026	970-724-3249 366B	06/19/2026	303.65	.00		
1086	CENTURY LINK	JUN. 19, 2026	970-724-3862 545B	06/19/2026	175.42	.00		
Total 02-630-6245:					582.92	.00		
02-630-6300								
1071	CARD SERVICES	6/30/2026	VISIONARY	06/30/2026	121.82	.00		
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	WTR FILTRA PLANT	06/22/2026	2,942.63	.00		
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	WTR FILTRA PLANT - NEW	06/22/2026	573.10	.00		
Total 02-630-6300:					3,637.55	.00		
02-630-6410								
1361	NALCO COMPANY LLC	6604080259	NEW WTP 8187 - HP TO REIMB	06/18/2026	1,509.30	.00		
1361	NALCO COMPANY LLC	6604092419	NEW WTP 8187 - HP TO REIMB	06/25/2026	3,285.21	.00		
1361	NALCO COMPANY LLC	6604100643	NEW 7360 FOR NEW WTP	06/30/2026	2,515.82	.00		
Total 02-630-6410:					7,310.33	.00		
02-630-6420								
1586	COLORADO ANALYTICAL LABO	260611166	INORGANICS TESTING	06/29/2026	1,271.00	.00		
1586	COLORADO ANALYTICAL LABO	260611172	RADIUM TESTS	07/06/2026	293.60	.00		
1586	COLORADO ANALYTICAL LABO	260617192	NITRATE SAMPLES	06/22/2026	70.00	.00		
Total 02-630-6420:					1,634.60	.00		
02-630-7000								
1171	BOWMAN CONSULTING GROU	568306	WTP ENGINEERING	06/30/2026	22,070.00	.00		
1750	HENSEL PHELPS	05/31/2026	WTP CONSTRUCTION REIMB #	05/31/2026	1,829,177.18	1,829,177.1	06/18/2026	
Total 02-630-7000:					1,851,247.18	1,829,177.1		
Total Water Plant:					1,867,126.72	1,829,177.1		
Water Distribution								
02-640-5550								
1029	APPLEGATE GROUP INC.	56035	ENGINEERING SERVICES	06/17/2026	540.00	.00		
1618	UTILITY NOTIFICATION CENTE	226040966	LOCATE SERVICES	04/30/2026	358.75	.00		
1618	UTILITY NOTIFICATION CENTE	226040966	CREDIT 226050966CM	04/30/2026	122.50-	.00		
Total 02-640-5550:					776.25	.00		
02-640-6300								
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	WATER TANK	06/22/2026	51.18	.00		
Total 02-640-6300:					51.18	.00		
02-640-7000								
1171	BOWMAN CONSULTING GROU	568309	DREDGING ENGINEERING	06/30/2026	3,790.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 02-640-7000:					3,790.00	.00		
Total Water Distribution:					4,617.43	.00		
Water Supply								
02-660-6300								
1357	MOUNTAIN PARKS ELECTRIC	6/22/2026	WATER PUMP STATION #2	06/22/2026	161.28	.00		
Total 02-660-6300:					161.28	.00		
02-660-6710								
1352	MIDDLE PARK WATER CONSER	1248	120 ACRE FOOT	07/01/2026	1,200.00	.00		
Total 02-660-6710:					1,200.00	.00		
Total Water Supply:					1,361.28	.00		
Total Water:					2,182,014.11	1,829,177.1		
Grand Totals:					2,313,331.43	1,829,177.1		

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 June 17, 2026

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

Conflicts of Interest:

None.

Additions/Deletions to the Agenda:

None.

Correspondence:

- Colorado River Water Conservation District Request for an Emergency Substitute Water Supply Plan
- Colorado Division of Water Resources Approval Re: Emergency Substitute Water Supply Plan
- Grand County Draft Resolution Adopting the Colorado Wildfire Resiliency Code with Modifications
- Grand County Draft Proposed 2025 Colorado Wildfire Resiliency Code Local Amendments

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 May 21, 2026 - June 17, 2026.
2. Recording of Proceedings from May 20, 2026, Regular Meeting.
3. Resolution No. 2026-06-04 A Resolution Approving a Temporary Irrigation Water Connection Agreement with the West Grand School District #1-JT and the Kremmling Sanitation District during 2026 Drought

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

Staff Reports:

- **Public Works & Town Engineer**

Public Works Director Dillon Willson reported that the staff is standardizing culvert and encroachment licenses to move away from historical verbal processes and to clarify property owner maintenance tracking. The team is reviewing title work with Xcel Energy regarding a parcel at Gore and Fourth/Eighth Street to ensure that utility easements are clear. Call locates and a traffic blueprint are being developed to manage the influx of campers and water trucks. Commissioning is ongoing at the new water treatment plant. The team has devised an innovative method that uses the storage solution tank as raw water storage to conduct a required equipment proofing test, which requires 697 gallons per minute. This framework adds significant operational redundancy. Additionally, the street sweeper rental was delivered on Monday, and sweeping is scheduled for around 5:30 AM using reclaimed water. Multiple road repair cuts are currently underway. At Grand Cliffs, a new section of the water main on Kinsey has successfully passed bacterial and pressure tests. A block valve has been added to eliminate the need for extensive four-block shutdowns. The staff is continuously collaborating with engineers and the U.S. Army Corps of Engineers. A project proposal quote has been received and falls within the expected budget. The project will require a 1-2 day notice to the railroad for closures, with an anticipated 4-5 days of active work to remove approximately 3,665 cubic yards of river sediment.

- **Kremmling Police Department**

Police Chief Jesse Lisenby reported that the department is entering its busy summer season, marked by an increase in special events, calls for service, and reports. Officer McGovern has successfully achieved POST certification as a Handgun/RDS Instructor. At the request of the acting chief, the KPD assisted the Granby Police Department in implementing a matching 48/96 shift schedule layout. RV tracking is ongoing, and the town is down to its final two legacy non-compliant RV units. The KPD is actively responding to and processing complaints regarding water restriction violations. Previous grants are coming to a close as new applications are being submitted. The state has capped the POST In-Service training grant at \$4,400. The KPD has applied for the upcoming JAG Grant to purchase two additional Taser 10 devices. Under a Department of Local Affairs (DOLA) grant, KPD has received a quote for window installation and is planning a complete upgrade of the HVAC and furnace system to replace the department's 40-year-old furnace unit.

- **Town Clerk & Treasurer**

Town Clerk and Treasurer Teagan Serres highlighted the significant workloads associated with administrative tasks and the scheduling of public hearings. The administrative workload has increased, particularly due to the processing of business licenses for upcoming Kremmling Days and Music & Market in the Square vendors, with approximately 110 licenses issued this year. Several public hearing schedules will be rolled out in the coming months across both the Planning Commission and the Town Board. The implementation of CivicPlus agenda meeting management software is progressing ahead of schedule. The staff is aiming to shift the live deployment from August to the July 1st work session, which will include a brief training session for the Board. Standard summer special event liquor licenses have been completed. The Blacksmith Tavern (formerly Dean West) has successfully completed its local ownership transfer and is now open for business. Annual renewals for the Kremmling Mercantile, Moose Cafe, and

Grand Old West have also been completed successfully. Administrative fieldwork data is currently being routed to the new CPA and auditor teams. Although sales tax revenue for April was slightly lower than expected, staff anticipate that collections will stabilize in May and June.

- Town Planner

Town Planner Alan Hassler was absent from the meeting, and there were no questions.

- Town Manager

Town Manager Jen MacPherson reported a personal tracking audit indicating that 70% of her monthly focus was dedicated to water projects, 20% to team management and administrative tasks, and the remaining 10% to general items. The staff submitted state revolving loan applications for up to an additional \$1.5 million in debt financing for the water treatment plant (WTP). The Town has officially secured a \$700,000 grant from Great Outdoors Colorado (GOCO) to revitalize the Red Mountain Sports Complex and the Doc Ceriani facilities. Bob's Western Motel has successfully completed the Use by Special Review (USR) process, achieving full compliance. The staff is now initiating the same USR compliance procedures for Patriot Portables. Truck fogging and the initial phase of aerial mosquito spraying have been carried out effectively. Thermodynamics had to cut the aerial run short due to rising temperatures, and the remaining work will be completed tomorrow morning. Grand County has officially entered Level 1 fire restrictions, which still legally allows for municipal 4th of July firework displays. Staff will closely monitor regional conditions over the next ten days.

- Action Register

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

New Business

- 1. Public Hearing: Discussion & Action Item.** Second Reading of Ordinance No. 737 An Ordinance Adopting by Reference the 2025 Colorado Wildfire Resiliency Code (CWRC), Including Appendices A Through C, Adopting the Grand County Community Wildfire Protection Plan Wildlands Urban Interface Map and Providing Penalties for Violations of the Same, and Amending Title 15 of the Kremmling Municipal Code.

Mayor Howell opened the public hearing at 6:18 PM.

Town Manager MacPherson noted that the staff recommendation remains to table and continue this matter until the July 15, 2026 meeting. She stated that neighboring communities Granby and Hot Sulphur Springs have not adopted the code due to enforceability questions and a lack of financial penalties from the state. Trustee Sammons inquired about the long-term penalties of non-adoption. MacPherson clarified that, while it enters uncharted waters, there is speculation that the insurance industry will self-mandate these safety standards or that state funds could eventually be withheld.

Trustee Woog voiced serious reservations regarding the Town's classification status, noting that local mapping modifications submitted by Grand County to downgrade Kremmling proper's high-risk status have not yet been formally verified or approved by the state. Trustees Perry and

Mathis agreed that the text was rushed, contained significant holes, and lacked clear municipal enforcement mechanics.

There were no public comments. Mayor Howell closed the public hearing at 6:23 PM.

TRUSTEE SAMMONS MOTION TO CONTINUE the public hearing regarding Ordinance No. 737 until the regularly scheduled July 15, 2026 meeting at 6:00 PM at 203 Park Avenue.

TRUSTEE WOOG SECONDS. Voice vote taken: All "aye" votes. MOTION PASSED.

- 2. Public Hearing: Discussion & Action Item.** Second Reading of Ordinance No. 738: An Emergency Ordinance Amending Title 15 of the Kremmling Municipal Code Regarding Building Regulations; Adopting by Reference the Grand County Building Code and Secondary Codes as Amended and Adopted by as Resolution No. 2026-4-11, with Local Amendments.

Mayor Howell opened the public hearing at 6:25 PM.

Town Manager MacPherson explained that Grand County recently updated its uniform building codes. Because Grand County's building department handles all permitting and inspection services inside town limits, Kremmling must align its underlying municipal codes with the County's standards to maintain structural safety and continuity. Local amendments include: explicitly exempting one- and two-family residential dwellings from the heavy commercial structures provisions of the 2021 International Fire Code, and adopting the 1997 Uniform Abatement of Dangerous Buildings Code, with the Town Manager appointed as the code official to efficiently address blighted properties. Ms. Macherson noted that the ordinance must be enacted on an emergency basis at the June 17th public hearing in order to meet a hard July 1, 2026 state law deadline. Enacting it prior to July 1st bypasses costly, mandated low-energy and carbon-neutral building codes that the State will automatically enforce on local builders after that date.

There were no public comments. Mayor Howell closed the public hearing at 6:27 PM.

The Board reviewed the emergency path to adopt Grand County's updated uniform building regulations by reference before a hard July 1, 2026 state deadline. Passing it dynamically protects local builders from automatically rolling into stringent, cost-prohibitive state low-energy and carbon-neutral building mandate frameworks. The local amendments carry over secondary fire guidelines and structurally exempt one- and two-story residential dwellings from the heavy commercial fire codes, which the Board noted was a favorable compromise.

TRUSTEE WOOG MOTION TO APPROVE the Second Reading of Ordinance No. 738: An Emergency Ordinance Amending Title 15 of the Kremmling Municipal Code Regarding Building Regulations; Adopting by Reference the Grand County Building Code and Secondary Codes as Amended and Adopted by as Resolution No. 2026-4-11, with Local Amendments. MILLER PESCH SECONDS. Roll call vote taken: Trustee Miller (Aye), Trustee Perry (Aye), Trustee Pesch (Aye), Trustee Woog (Aye), Trustee Mathis (Aye), Trustee Sammons (Nay). MOTION PASSED 6-1.

3. Discussion & Action Item. Resolution No. 2026-06-01 A Resolution Approving a Modern Technology Partnership Agreement and Accompanying Addendum by and Between the Town of Kremmling and Executech Utah, LLC.

Ms. Serres presented the updated agreement with Executech Utah, LLC, which will provide ongoing 24/7 technical support, infrastructure assistance, and enhanced cybersecurity measures for the water treatment facility at a monthly rate of approximately \$2,500 for all town properties. She noted that there are not many changes to the agreement; it is simply up for renewal.

TRUSTEE MILLER MOTION TO APPROVE Resolution No. 2026-06-01 A Resolution Approving a Modern Technology Partnership Agreement and Accompanying Addendum by and Between the Town of Kremmling and Executech Utah, LLC, as presented. TRUSTEE PERRY SECONDS. Voice vote taken: All "aye" votes. MOTION PASSED.

4. Discussion & Action Item. Resolution No. 2026-06-02 A Resolution Authorizing the Town Manager to Disburse One-Time Bonuses at a Rate of Four Percent (4%) of Annual Salary to All Town Employees.

Ms. MacPherson presented Resolution No. 2026-06-02, which authorizes a one-time financial bonus for all municipal employees equal to four percent (4%) of their annual salary. The Town Manager emphasized the team's exceptional performance and noted that a fiscal surplus of approximately \$200,000 for 2025 will be sufficient to cover the bonus payments. MacPherson mentioned that the 4% bonus equates to roughly one full paycheck for each employee. Trustee Woog inquired about the current sales tax indicators but ultimately agreed that the town should proactively focus on staff retention, employee morale, and maintaining competitiveness with neighboring communities.

TRUSTEE MATHIS MOTION TO APPROVE Resolution No. 2026-06-02 A Resolution Authorizing the Town Manager to Disburse One-Time Bonuses at a Rate of Four Percent (4%) of Annual Salary to All Town Employees as presented. TRUSTEE PESCH SECONDS. Voice vote taken: All "aye" votes. MOTION PASSED.

5. Discussion & Action Item. Resolution No. 2026-06-03 A Resolution Approving the Waiver of Kremmling's Comprehensive Financial Management Policies for Urgent Remediation of the Colorado River Intake.

Town Manager MacPherson outlined an urgent request to waive the town's three-bid protocol under Section 10 ("Emergency Purchases") of the financial management policies. The immediate waiver enables the town to avoid extensive timeline delays and address critical sediment removal at the Colorado River water intake while the river is at its late-summer low-flow threshold.

The remediation will proceed under a three-phase approach. Phase 1 involves hiring local contractor HP Property Services, using heavy equipment already mobilized at the town ponds, to excavate two to four feet of sediment blinding the East and West Infiltration Galleries. This phase is projected to cost roughly \$150,000. Phase 2 will involve installing emergency infrastructure overrides for manual 6-inch pumps to secure 100% of the town's backup flow needs, while Phase 3 will involve coffer dam construction and piping repairs if the West gallery proves structurally compromised.

The resolution grants the Mayor clear spending authority up to \$200,000 to execute Phase 1 exclusively. Long-term funding is being aggressively coordinated for retroactive 30% shoulder reimbursements from the Colorado River District alongside emergency DOLA grant applications.

TRUSTEE WOOG MOTION TO APPROVE Resolution No. 2026-06-03 A Resolution Approving the Waiver of Kremmling's Comprehensive Financial Management Policies for Urgent Remediation of the Colorado River Intake as presented. TRUSTEE MILLER SECONDS. Voice vote taken: All "aye" votes. MOTION PASSED.

Board of Trustees Reports & Future Agenda Items for Consideration:

Trustee Woog shared updates from his attendance at the Headwaters Trails Association (HTA) meeting. He reported that the recent enforcement of non-motorized trail rules on local parcels was framed by the HTA as a simple signage correction. Woog formally stated on the record at their meeting that the Town of Kremmling explicitly embraces multi-use, motorized trail corridors because of their immense multi-use financial and economic impact on local businesses. He noted that significant tension remains over the large volume of OHV registration funds being redirected to non-motorized trail infrastructure and proposed a rental fee structure for equipment use.

Mayor Howell reported on a meeting held with the Bureau of Land Management (BLM) acting field manager regarding motorized trail access. While the underlying rules were codified under a 2015 Resource Management Plan (RMP), the BLM manager proposed a collaborative partnership with the Town. This framework would position Kremmling as a mediating body to secure state Parks and Wildlife trail-management funding, bypass long NEPA delays through executive fast-tracking, and build a localized Travel Management Plan to proactively lock in and protect multi-use single-track trails on the North/East sides of the river. The Board voiced strong support for keeping the town actively involved to maintain local trail access.

Adjournment:

TRUSTEE SAMMONS MOTION TO ADJOURN. Voice vote taken; all "aye" votes. The meeting was adjourned at 6:54 PM.

Teagan Serres, Town Clerk

Wes Howell, Mayor

Record of Proceedings

Town of Kremmling
Special Meeting of the Town Board of Trustees
July 1, 2026

Call to Order

The Board of Trustees for the Town of Kremmling met in the Boardroom located at Kremmling Area Chamber of Commerce, 203 Park Ave, Kremmling, CO 80459. With Mayor Wes Howell presiding, the meeting was called to order at 7:26 PM.

Roll Call

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

Conflicts of Interest

None.

New Business

1. **Discussion & Action Item.** Resolution No. 2026-07-01 A Resolution Declaring a Local Drought-Related Emergency and Authorizing Emergency Water Mitigation Efforts and Funding Applications for the Colorado River Intake Rehabilitation Project.

Town Manager MacPherson presented the resolution and the urgent need for critical funding to rehabilitate the Colorado River intake infrastructure, which serves as the Town's backup water supply. The Town is facing a severe drought-related water shortage; Jones Reservoir No. 1 is below deadpool, and Jones Reservoir No. 2 is supply-constrained, forcing Phase 3 water restrictions. The Jones reservoir system is only protected by an emergency Substitute Water Supply Plan (SWSP) until August 31, after which drawdown may occur materially, creating a single point of failure. Relying solely on seepage from Jones Reservoir poses severe operational risks during wildfire season. Manual gate operation during a fire incident risks contaminating the reservoir with debris, ash, and soot runoff, rendering the water difficult to treat. The total estimated cost for the project is \$400,000 plus a 10% contingency (\$440,000 total). The Town plans to secure emergency funding via the Colorado Department of Local Affairs (DOLA) and the Colorado River District. DOLA funding will fund the project up front upon approval (expected late July), while the River District funding can be applied retroactively. The drought committee has successfully pressured DOLA to ensure permitting and proposals are queued for swift late-July approval.

Trustee Mathis MOTION TO Approve Resolution No. 2026-07-01 as presented. Trustee Sammons SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION Passed.

Adjournment

TRUSTEE SAMMONS MOTION TO ADJOURN. Voice vote taken: 6 “aye” votes, 0 “nay”

votes. MOTION PASSED.

Teagan Serres, Town Clerk

Wes Howell, Mayor

**TOWN OF KREMMLING
RESOLUTION NO. 2026-07-02**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING,
COLORADO, RATIFYING THE ADMINISTRATIVE ORDER ISSUED BY THE
MAYOR ON JULY 2, 2026, IMPLEMENTING STAGE 2 FIRE RESTRICTIONS**

WHEREAS, pursuant to Section 8.22.030 of the Kremmling Municipal Code, the Mayor or Town Manager is authorized to issue a written order implementing restrictions on Open Burning that are more stringent than those standardly set forth in the municipal code; and

WHEREAS, on June 26, 2026, the Grand County Board of County Commissioners enacted Stage Two Fire Restrictions for Grand County; and

WHEREAS, following a collaborative review of environmental conditions and scientific data with the Grand County Sheriff's Office and the Kremmling Fire Protection District, it was determined that heightened fire risks necessitate more restrictive measures within the Town of Kremmling to protect lives, property, and natural resources; and

WHEREAS, on July 2, 2026, Mayor Wes Howell issued a Written Administrative Order implementing Stage 2 Fire Restrictions within the municipal boundaries of the Town of Kremmling, effective immediately; and

WHEREAS, Section 8.22.030(C) of the Kremmling Municipal Code requires that any such order issued by the Mayor or Town Manager be reviewed by the Board of Trustees at its next regular or special meeting, at which meeting the Board shall by resolution modify, ratify, or rescind the order; and

WHEREAS, the Board of Trustees finds that the heightened fire risks persist and that ratifying the Mayor's Written Administrative Order is in the best interest of the health, safety, and welfare of the residents, visitors, and businesses of the Town of Kremmling.

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

Section 1. Ratification. The Board of Trustees hereby ratifies the Written Administrative Order issued by Mayor Wes Howell on July 2, 2026, implementing Stage 2 Fire Restrictions within the Town of Kremmling.

Section 2. Restrictions Confirmed. In accordance with the Administrative Order, the general exceptions allowed under Section 8.22.020(B) of the Kremmling Municipal Code are modified, and the following activities remain strictly prohibited within the municipal boundaries:

- **Open Fires & Charcoal Grills:** Building, maintaining, attending, or using any open fire, including wood-burning campfire pits, grates, or containers (regardless

- of size), and charcoal grills.
- **Fireworks:** The possession, sale, and use of all personal or professional fireworks.
- **Open-Flame Tools:** Operating welding equipment, acetylene torches, or any other devices featuring an open flame outdoors.
- **Incendiary Devices:** The use of explosives, exploding targets, tracer or exploding ammunition, and rockets.
- **Uncertified Chainsaws:** Operating an internal- or external-combustion engine or chainsaw without a USDA- or SAE-approved spark-arresting device properly installed and in effective working order.

Section 3. Permitted Activities. The following activities continue to be permitted, provided they are exercised with extreme caution:

- **Gas- and Liquid-Fueled Appliances:** Stoves, grills, lanterns, fire pits, or fire tables fueled by liquid petroleum or gas that include a shut-off valve and are operated at least three (3) feet away from all flammable materials.
- **Indoor Fireplaces:** Fires completely contained within a fireplace, wood stove, or pellet stove inside a fully enclosed, permanent structure.
- *Note:* Outdoor smoking regulations remain excluded from the scope of this restriction, though the public is urged to practice extreme caution.

Section 4. Violations and Penalties. Pursuant to Kremmling Municipal Code Sections 8.22.040 and 1.16.010, any person convicted of a violation of these restrictions shall be punished by a fine of up to \$2,650.

Section 5. Duration. In accordance with Section 8.22.030(D) of the Kremmling Municipal Code, these restrictions shall continue in full force and effect until modified or repealed by a subsequent resolution of the Board of Trustees.

PASSED, APPROVED, AND ADOPTED this 15th day of July, 2026.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

TOWN OF KREMMLING, COLORADO
WRITTEN ADMINISTRATIVE ORDER: STAGE 2 FIRE RESTRICTIONS

TO: All Residents, Visitors, and Commercial Operations within the Town of Kremmling

FROM: Office of the Mayor, Wes Howell

EFFECTIVE DATE: July 2, 2026 (Effective Immediately)

AUTHORITY & BACKGROUND

Pursuant to Section 8.22.030 of the Kremmling Municipal Code, the Mayor or Town Manager is authorized to issue a written order implementing restrictions on Open Burning that are more stringent than those standardly set forth in the municipal code. In light of the Grand County Board of County Commissioners enacting Stage Two Fire Restrictions effective June 26, 2026, and following a collaborative review of environmental conditions and scientific data with the Grand County Sheriff's Office and the Kremmling Fire Protection District, it has been determined that heightened fire risks necessitate more restrictive measures within the Town of Kremmling to protect lives, property, and natural resources.

DECLARATION OF STRINGENT FIRE RESTRICTIONS

Effective immediately, the general exceptions allowed under Section 8.22.020(B) are hereby modified. The following activities are strictly prohibited within the municipal boundaries of the Town of Kremmling:

- Open Fires & Charcoal Grills: Building, maintaining, attending, or using any open fire, including wood-burning campfire pits, grates, or containers (regardless of size), and charcoal grills.
- Fireworks: The possession, sale, and use of all personal or professional fireworks.
- Open-Flame Tools: Operating welding equipment, acetylene torches, or any other devices featuring an open flame outdoors.
- Incendiary Devices: The use of explosives, exploding targets, tracer or exploding ammunition, and rockets.
- Uncertified Chainsaws: Operating an internal or external combustion engine or chainsaw without a USDA- or SAE-approved spark-arresting device properly installed and in effective working order.

PERMITTED ACTIVITIES (WITH CAUTION)

- Gas and Liquid-Fueled Appliances: Stoves, grills, lanterns, fire pits, or fire tables fueled by liquid petroleum or gas that include a shut-off valve are permitted, provided they are operated at least three (3) feet away from all flammable materials (such as dry grasses or brush).
- Indoor Fireplaces: Fires completely contained within a fireplace, wood stove, or pellet stove inside a fully enclosed, permanent structure.
- While Grand County's regional restrictions include provisions regarding outdoor smoking, outdoor smoking regulations are excluded from the scope of this specific Town of Kremmling written order. Residents are nonetheless urged to practice extreme caution and dispose of smoking materials safely.

VIOLATIONS & PENALTIES

Any person who violates any provision of this Order or Chapter 8.22 of the Kremmling Municipal Code commits an offense. Pursuant to Section 8.22.040 and Section 1.16.010, any person convicted of a violation shall be punished by **fines up to \$2,650**.

Ordered by: Wes Howell, Mayor



July 2026 - Public Works Staff Report

Parks & Recreation

- Baseball season has officially concluded, and preparations are underway for the upcoming soccer season, which is scheduled to begin in early August.
- Adult softball is in full swing, with league play continuing throughout the month. The end-of-season tournament is scheduled for the end of July.
- Staff have begun the grant process, including developing agreements, coordinating planning efforts, and preparing the necessary documentation to support upcoming Parks and Recreation improvement projects.

Streets and Roads

- Staff has been working on finishing the mowing of right-of-ways throughout the town. The mower required maintenance and had been out of commission for several weeks. During this time Staff installed new blades. Staff have been trying to utilize rainy days to complete mowing operations due to the extreme fire danger.
- Staff completed the annual street sweeping operations two weeks ahead of schedule through a coordinated team effort. To maximize productivity and minimize impacts to the public, staff rotated early morning shifts beginning at 5:30 a.m. Their dedication and teamwork allowed the project to be completed efficiently and ahead of schedule.

Water

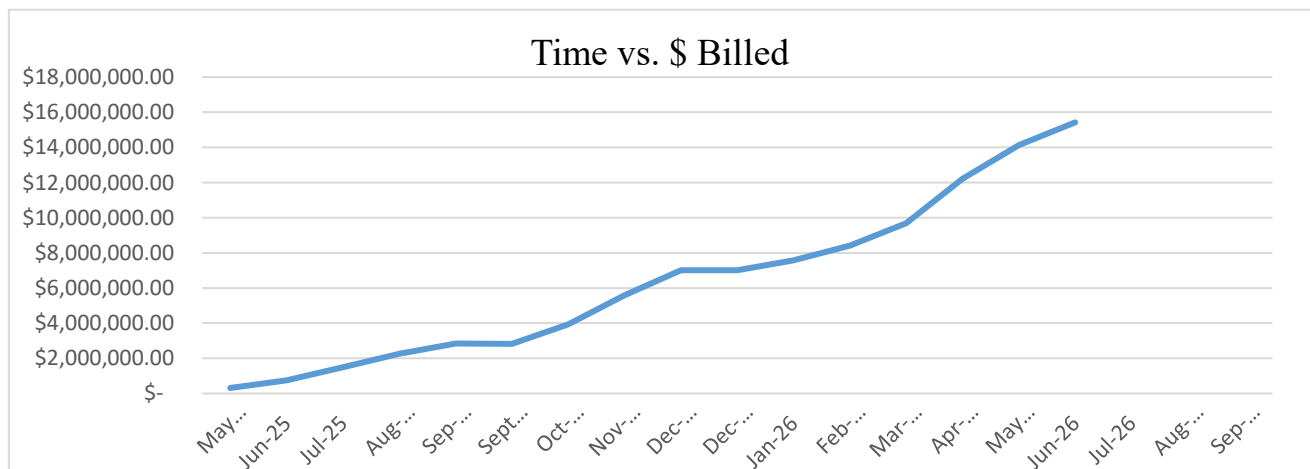
- Water production for the month of June was 9.4 MGD.
- During the past month, Public Works staff supervised 15 water service line installations throughout Town. Staff also inspected Grand Cliffs' completion of the new water main installation on Dell Way to ensure compliance with Town standards. In addition, Grand Cliffs completed the removal of the existing 6-inch water main on 3rd Street. As part of this work, a new isolation valve was installed using a valve supplied from the Town's existing inventory. There was previously no valve at this location, and its installation will improve the Town's ability to isolate this section of the water distribution system for future maintenance and repairs.
- Public Works staff completed a wide variety of required drinking water compliance sampling during the past month. While many of the samples were required to meet 2026 regulatory requirements, staff also proactively completed several tests that satisfy monitoring requirements scheduled for 2027 and 2028. All sample results were within expected parameters and met applicable regulatory standards.
- Staff in coordination with Grand River Ranch completed willow mitigation on the dam and spill way of Jones 2. This will be documented and sent to our water attorney for our water rights due diligence.

Monthly Board Report - Construction Progress

Client:	Town of Kremmling	Date:	7/10/2026
Project Name:	Water Treatment Improvements	Monthly Report:	June of 2026
Project Number:	0069.0003	Notice of Award:	6/1/2023
Original Contract \$:	\$17,540,853.00	Notice to Proceed:	5/14/2025
Current Contract \$:	\$17,540,853.00		

Last Month	
SC Date:	8/28/2026
FC Date:	10/2/2026
Days Remaining to SC:	79
Days Remaining to FC:	114
\$ Billed Last Month:	\$ 1,925,449.68
% Billed Last Month:	11%
Total \$ Billed:	\$ 14,138,367.59
Total % Billed:	81%
Construction Narrative	
Continued Commissioning planning	
Electrical ring out and testing	
Interior piping installation	
Finished water Tie complete	
Backwash line installation	
Generator installation	
Continued final grading	
Decant piping between lagoons	
Testing begins June 18 on certain equipment	

This Month	
SC Date:	8/28/2026
FC Date:	10/2/2026
Days Remaining to SC:	49
Days Remaining to FC:	84
\$ Billed This Month:	\$ 1,285,366.27
% Billed This Month:	7%
Total \$ Billed:	\$ 15,423,733.86
Total % Billed:	88%
Construction Narrative	
Final grading and perimeter drain installation	
Finish grade around ponds	
Interior piping for UF skids and components	
Electrical and cathodic protection at tank	
Landing and testing electrical in building	
Commisioning meetings	
Cogent and Wiggins onsite to begin	
commisioning and start up. Will contiune	
through July	



	Beginning Budget	Remaining Balance
Owner Contingency (Current)	\$ 182,134.00	\$ 3,252.00 Float*
Contractors Contingency	\$ 554,497.00	\$ 428,148.31 Float*

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.

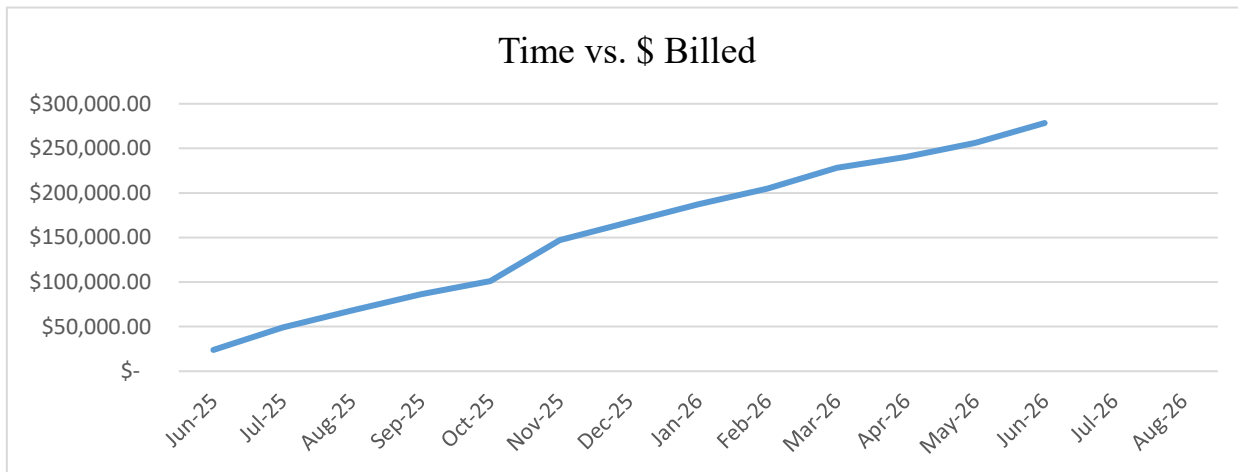
NOA - "Notice of Award", official notice to selected Contractor that they have been awarded the project.

Monthly Board Report - Element Engineering

Client:	<u>Town of Kremmling</u>	Date:	<u>7/10/2026</u>
Project Name:	<u>Water Treatment Improvements</u>	Monthly Report:	<u>June of 2026</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:	8/28/2026
FC Date:	10/2/2026
Days Remaining to SC:	79
Days Remaining to FC:	114
\$ Billed Last Month:	\$ 15,789.31
% Billed Last Month:	5%
Total \$ Billed:	\$ 256,338.59
Total % Billed:	81%

This Month	
SC Date:	8/28/2026
FC Date:	10/2/2026
Days Remaining to SC:	79
Days Remaining to FC:	114
\$ Billed This Month:	\$ 22,070.00
% Billed This Month:	7%
Total \$ Billed:	\$ 278,408.59
Total % Billed:	88%



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.

Kremmling WTP Improvements

ID	Name	Planned Duration	Start	Finish	Expected Finish	RESPONSIBILITY	May 2026							June 2026													
							May 18		May 24		May 31		Jun 07		Jun 14		Jun 21										
							M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Kremmling WTP - 4 Week Lookahead		74d	11-Mar-26	A	25-Jun-26	23-Jun-26																					
Management		21d	13-May-26	A	15-Jun-26		Management																				
Preparatory Meetings		21d	13-May-26	A	15-Jun-26		Preparatory Meetings																				
A2920	Misc Metals	1d	13-May-26	A	13-May-26	A	Metals																				
A3300	Fencing & Gates	1d	08-Jun-26	C	08-Jun-26		Fencing & Gates																				
A2930	Floor Sealer	1d	15-Jun-26	C	15-Jun-26		Floor Sealer																				
Construction		74d	11-Mar-26	A	25-Jun-26	23-Jun-26																					
Project Milestones		7d	27-May-26		05-Jun-26		Project Milestones																				
A3140	Finished Water Storage Tank Complete	0d			27-May-26		Finished Water Storage Tank Complete																				
A3150	Start System Functional Testing	0d	05-Jun-26				Start System Functional Testing																				
A1210	Yard Piping Complete	0d			05-Jun-26		Yard Piping Complete																				
Site Work		44d	22-Apr-26	A	25-Jun-26	29-May-26																					
Mid Site Work		38d	22-Apr-26	A	17-Jun-26	29-May-26	Mid Site Work																				
A3310	Excavate Electrical Conduits - Phase 1	2d	27-May-26		28-May-26		Excavate Electrical Conduits - Phase 1																				
A3320	Install Electrical Conduits - Phase 1	2d	29-May-26		01-Jun-26		Install Electrical Conduits - Phase 1																				
A3330	Inspect Electrical Conduits - Phase 1	1d	02-Jun-26		02-Jun-26		Inspect Electrical Conduits - Phase 1																				
A3340	Backfill Electrical Conduits - Phase 1	1d	03-Jun-26		03-Jun-26		Backfill Electrical Conduits - Phase 1																				
A3350	Excavate Electrical Conduits - Phase 2	4d	04-Jun-26		09-Jun-26		Excavate Electrical Conduits - Phase 2																				
A3360	Install Electrical Conduits - Phase 2	4d	08-Jun-26		11-Jun-26		Install Electrical Conduits - Phase 2																				
A3370	Inspect Electrical Conduits - Phase 2	1d	12-Jun-26		12-Jun-26		Inspect Electrical Conduits - Phase 2																				
A3380	Backfill Electrical Conduits - Phase 2	3d	15-Jun-26		17-Jun-26		Backfill Electrical Conduits - Phase 2																				
FRAGMENT - Owner Changes		8d	22-Apr-26	A	13-May-26	A	FRAGMENT - Owner Changes																				
Yard Piping		19d	12-May-26	A	05-Jun-26		Yard Piping																				
A1180	Pond 12" Backwash/Analyzer Waste (PVC) From MH2 to MH3	5d	12-May-26	A	19-May-26	A	Pond 12" Backwash/Analyzer Waste (PVC) From MH2 to MH3																				
A1190	Pond 8" CIP/Floor Drain Waste (PVC) From MH6 to MH7	6d	19-May-26	A	21-May-26	A	Pond 8" CIP/Floor Drain Waste (PVC) From MH6 to MH7																				
A1200	Pond 4" Backwash/Recycle Force Main (PVC) From Bldg to Ponds	9d	26-May-26		05-Jun-26		Pond 4" Backwash/Recycle Force Main (PVC) From Bldg to Ponds																				
Ponds		34d	30-Apr-26	A	11-Jun-26	29-May-26	Ponds																				
A1400	Muck/Shape/Trench Pond #1	10d	30-Apr-26	A	29-May-26	29-May-26	Muck/Shape/Trench Pond #1																				
A1370	Line Pond #2 & Install Drains	5d	11-May-26	A	15-May-26	A	Line Pond #2 & Install Drains																				
A1410	Line Pond #1 & Install Drains	5d	01-Jun-26		05-Jun-26		Line Pond #1 & Install Drains																				
A1420	Backfill Liner Trenches	4d	08-Jun-26		11-Jun-26		Backfill Liner Trenches																				
Generator/Transformer		2d	12-May-26	A	13-May-26	A	Generator/Transformer																				
Final Site Work		12d	10-Jun-26		25-Jun-26																						
A2330	Site Grading	12d	10-Jun-26		25-Jun-26		Site Grading																				
A3460	Install Fence Posts	5d	15-Jun-26		19-Jun-26		Install Fence Posts																				
Treatment Building		72d	11-Mar-26	A	23-Jun-26	23-Jun-26																					
Structure		5d	26-May-26		01-Jun-26		Structure																				
A2820	Install Interior Doors & Hardware	5d	26-May-26		01-Jun-26		Install Interior Doors & Hardware																				
Buildout		72d	11-Mar-26	A	23-Jun-26	23-Jun-26																					
Process		49d	15-Apr-26	A	23-Jun-26	23-Jun-26																					
A1850	Finished Water Piping	2d	15-Apr-26	A	29-May-26	29-May-26	Finished Water Piping																				
A1680	RW Piping	5d	27-Apr-26	A	12-May-26	A	RW Piping																				

Date & Time: 21-May-26 09:51 a.m.

4 Week Lookahead Schedule

Data Date: 25-May-26

Printed by: Tyler Young

Kremmling WTP Improvements

ID		Name		Planned Duration	Start	Finish	Expected Finish	RESPONSIBILITY	May 2026														June 2026																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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Town of Kremmling

Police Department Staff Report

July 2026

Department

- After an early season spike of calls and officer response in April, calls have declined notably in May and June.

Personnel

- Officer Hicks attended a COTAK training event in Summit County. COTAK is a personnel tracking platform provided to all Colorado law enforcement agencies for free by the state to enhance situational awareness, safety, and team coordination.
- All KPD officers assisted with the Kremmling Days parade and subsequent town events.
- All KPD officers assisted with the 4th of July town event and firework mitigation efforts.

Code Enforcement

- KPD has been responding to watering restriction violations and complaints.
- RV enforcement is at a manageable level, and all RV's in the right of way have been addressed or have been resolved.

Projects

- Chief Lisenby is assisting Town Manager MacPherson with the administration of the DOLA Workforce, Benefits & Technology Strategies Grant (Civic Solutions Grant). The Agenda & Meeting Management Software has been purchased. The PD window is ordered and awaiting installation. The HVAC upgrade is being presented to the Board at the July meeting. The Digiticket project is ongoing with GCSO.
- Chief Lisenby has closed out for the 2026 POST In-Service Grant and all award money has been received by the Town. The 2027 POST In-Service Grant awards have not yet been announced.



Town of Kremmling

Police Department Staff Report
July 2026

Police Staff Report

The following tables depict the activities of the Kremmling Police Department for the month of June 2026:

Patrol Response	Number
Total Officer Response	127
Reports Written	14
Calls For Service	95
Officer Initiated	32

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

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

Enforcement (In Town and HVE)	Number
Traffic Stops	22
Total Citations	10
Total Summons	0
Total Arrests	4

Arrests	Number
Officer on View	4
Warrant Service	0

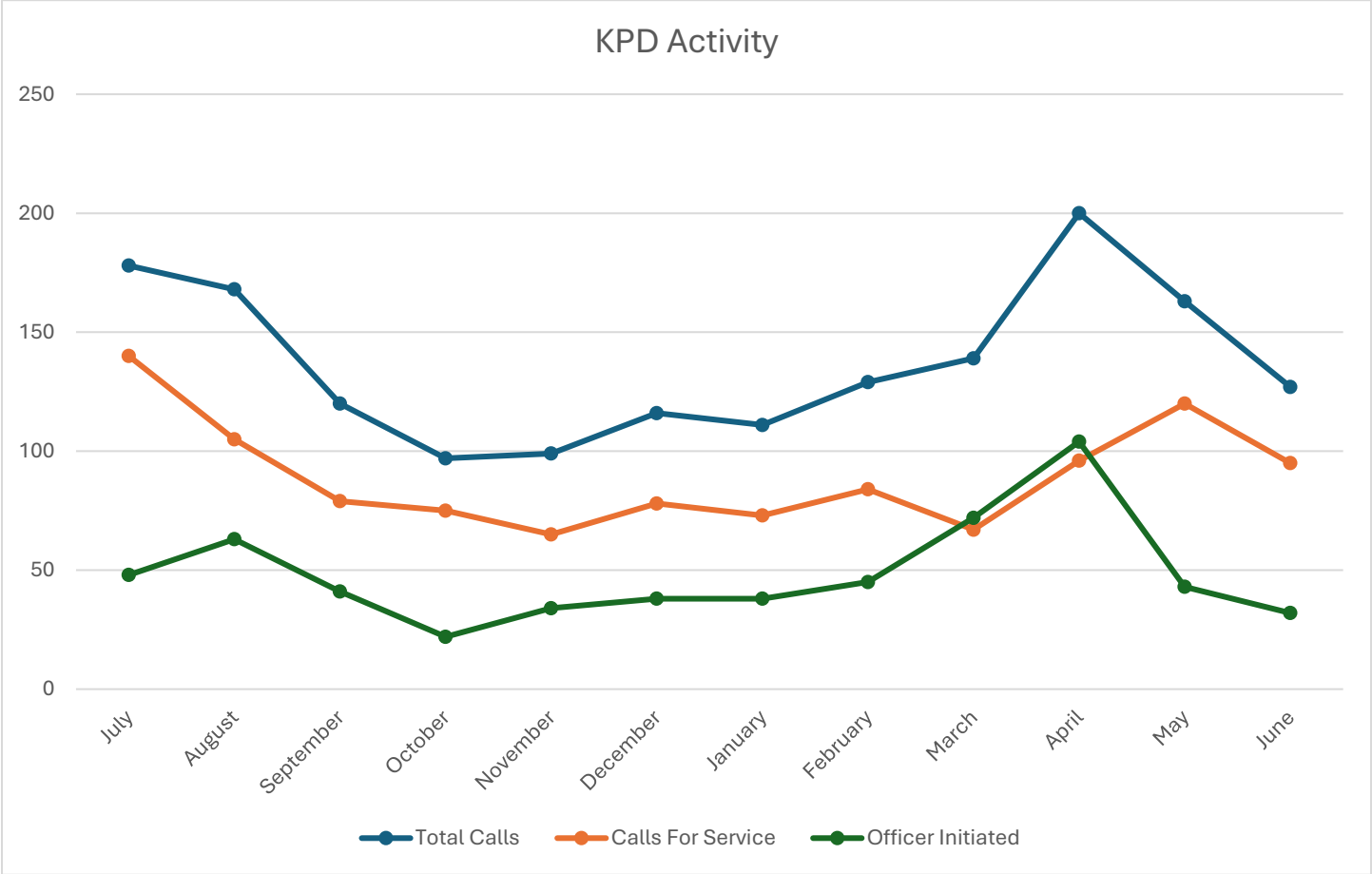
Summons	Number
Not Traffic Related	0
Traffic Violations	0

Public Services	Number
Open Records Request	5
VIN Inspections	3
Special Events	2 – Kremmling Days, 4 th of July



Town of Kremmling

Police Department Staff Report
July 2026



July 2026 - Town Clerk & Treasurer Staff Report

Town Clerk

Administrative and Board Support

- Prepared official agendas, minutes, ordinances, resolutions, and memos for the Board of Trustees (BOT) and the Planning and Zoning Commission.
- Participated in ongoing strategic coordination meetings with the Mayor, Town Manager, Town Planner, Public Works Director, and Chief of Police.
- Assisted the Town Planner with critical research and records searches for upcoming development projects, alongside continuing support regarding active Zoning Violations.
- Facilitated the scheduling of multiple public hearings for code adoptions, use by special review applications, and annexations.
- Processed 104 Business Licenses to date. We see an influx in the summer months for vendors coming to Kremmling for summer events.
- Processed six Colorado Open Records Act (CORA) requests and provided Notary Public services eight times.
- Facilitated the sale of a cemetery plot and the placement of a headstone.
- Park reservations and community event permits remain fully booked through the peak summer season.
- CivicPlus Implementation: The system launch was successful at the July 1 work session, introducing streamlined portals and alert options for both board members and the general public. Staff is currently finalizing the historic import of prior meetings into the Agenda Meeting Management Software.

Liquor Licensing

- **Special Events:** All of the Town's usual special event permits have been processed for the year, and staff has not received any additional requests to date.
- **Ongoing Applications:**
 - **Transfer of Ownership:** The application for the former Dean West location has progressed smoothly through the background and processing phases, and the transfer is complete following the official receipt of their updated State license.
 - **Approved Renewals:** Annual renewals for The Moose, the Kremmling Mercantile Liquor Store, and Grand Old West have been granted by both the Town and the State.
 - **Pending Renewals:** The renewal applications for Los Amigos and the Kremmling House of Pizza have been submitted and are currently underway.

July 2026 - Town Clerk & Treasurer Staff Report

Treasurer

- \$7,050 of the \$15,914 in delinquent accounts filed in 2025 have been collected.
- **Water Plant Project:** Project reporting and reimbursements through April have been completed, and May is underway.
- **Utility Account Adjustments:** The Treasurer's office continues to provide technical support to the Town Manager and the Utility Billing Clerk to correct water usage billing units for specific utility accounts.
- **Audit:** Progress on the 2025 Audit has been smooth, with assistance from the newly contracted CPA. The primary audit is nearly finished; however, a single audit is mandatory because the Town received over \$1 million for the Water Treatment Plant Drinking Water Revolving Fund Loan. Reconciling this loan and its related bonds requires extra time and work. As a precautionary measure, staff will propose an audit extension later in the meeting. Finalization by the July 31 deadline is still possible, but the timeline may extend slightly into August.
- **Sales Tax:** The Town received \$129,069.43 in sales tax for May.

Received	Collected	2022	2023	2024	2025	2026	Difference
November	January	\$148,085.59	\$141,550.48	\$138,329.03	\$130,626.15	\$142,708.21	\$12,082.06
December	February	\$133,112.13	\$133,650.87	\$142,997.34	\$135,956.94	\$151,186.94	\$15,230.00
January	March	\$118,493.62	\$127,230.29	\$135,307.90	\$142,445.37	\$114,333.01	-\$28,112.36
February	April	\$117,856.40	\$129,929.96	\$112,343.93	\$109,113.95	\$124,637.75	\$15,523.80
March	May	\$118,415.95	\$128,831.84	\$122,208.73	\$127,790.55	\$133,166.40	\$5,375.85
April	June	\$114,067.80	\$118,752.67	\$111,202.44	\$162,390.51	\$113,133.93	-\$49,256.58
May	July	\$120,242.01	\$130,579.17	\$123,958.43	\$146,306.90	\$129,069.43	-\$17,237.47
June	August	\$146,509.10	\$156,059.93	\$160,662.25	\$161,150.75		
July	September	\$161,165.84	\$170,817.48	\$156,785.85	\$166,535.41		
August	October	\$163,566.43	\$154,060.57	\$164,648.89	\$166,724.43		
September	November	\$168,817.41	\$166,181.58	\$166,651.67	\$167,536.50		
October	December	\$152,115.78	\$150,753.00	\$153,092.77	\$150,350.54		
	Total	\$1,662,448.06	\$1,708,397.84	\$1,688,189.23	\$1,766,928.00	\$908,235.67	-\$46,394.70

July Town Manager Update

Key Insights

- July once again required a strong focus (30%) on Public Works related projects driven by drought-related infrastructure projects:
 - Colorado River intake remediation (11% of total time)
 - Town / WGSD irrigation system (short- & long-term) (15% of time)
- Approximately 42% of time was spent on Town Manager specific activities such as emails (16%) and team time (15%) and 4th of July coordination (10%)

Completed Tasks

- Began providing water to WGSD fields
- Secured USR for Patriot Portables, securing another material zoning correction
- Mitigated 300 Range – property has changed hands and rehabilitation is underway
- Submitted final materials for annexation of new library site
- Mitigated all 4th of July Fireworks (in collaboration with County & FD)
- Submitted emergency funding request for CR Intake Rehabilitation to DOLA
(Declaration of emergency, funding request letter, scope of work, budget, permits)

Projects Underway

- Colorado River intake remediation (begin fieldwork in August)
- Mosquito mitigation program
- GoCo Grant execution
- Paving
- WTP: pay apps & additional financing

Next Month's Focus

- Projects already underway are anticipated to dominate the coming month

**TOWN OF KREMMLING
ORDINANCE NO. 737**

AN EMERGENCY ORDINANCE ADOPTING BY REFERENCE THE 2025 COLORADO WILDFIRE RESILIENCY CODE (CWRC) AS AMENDED AND ADOPTED BY GRAND COUNTY, COLORADO JUNE 9, 2026, AND ADOPTING THE GRAND COUNTY COMMUNITY WILDFIRE PROTECTION PLAN RISK MAP, AND AMENDING CHAPTER 15 OF THE KREMMLING MUNICIPAL CODE

WHEREAS, pursuant to Part 2, Article 16, Title 31 of the Colorado Revised Statutes, the Town of Kremmling, Colorado (“Town”) has the authority to adopt uniform codes by reference; and

WHEREAS, pursuant to C.R.S. § 31-15-601, the Town has the further authority to adopt building and fire regulations; and

WHEREAS, the State of Colorado has promulgated the 2025 Colorado Wildfire Resiliency Code (“CWRC”), the stated purposes of which include to mitigate the risk to life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures, to mitigate structure fires from spreading to wildland fuels, to prevent the occurrence of fires and to provide adequate fire protection facilities to control the spread of fire in wildland-urban interface areas, all in the interests of safeguarding life and protecting property; and

WHEREAS, the State of Colorado requires that local governments enact the Colorado Wildfire Resiliency Code; and

WHEREAS, the Board of Trustees finds that the adoption of the 2025 CWRC by reference would promote the health, safety and welfare of Town residents, property owners, business operators and visitors by adding special regulations to the Code to mitigate the unique fire- and life-safety hazards presented by the Town’s wildland-urban interface area; and

WHEREAS, Part 2, Article 16, Title 31 of the Colorado Revised Statutes requires any ordinance that adopts another code by reference to include and expressly state the penalties for violating the adopted code; and

WHEREAS, a public hearing on this Ordinance has been conducted and proper notice thereof shall be given in accordance with C.R.S. § 31-16-203; and

WHEREAS, the 2025 CWRC was published by the State of Colorado and is available on-line at <https://dfpc.colorado.gov/colorado-wildfire-resiliency-code>; and

WHEREAS, certified copies of the 2025 CWRC will be filed the Town Clerk at least fifteen (15) days prior to public hearing on this Ordinance and such code will be open to public inspection and purchase in accordance with C.R.S. § 31-16-206; and

WHEREAS, the Town wishes to adopt by reference the 2025 CWRC as amended and adopted by Grand County, Colorado on June 9, 2029, make amendments thereto, and adopt the Grand County Community Wildfire Protection Plan Risk Map, state the penalties for violations of the same and make conforming amendments to the Kremmling Municipal Code.

NOW THEREFORE, BE IT ORDAINED by the Town Board of Trustees of the Town of Kremmling, Colorado, that:

Section 1. The above and foregoing Recitals are incorporated herein by reference and are adopted as findings and determinations of the Town Board of Trustees.

Section 2. Section 15.04.010.B of the Kremmling Municipal Code, concerning building and safety codes the Town has adopted by reference, is hereby amended by the addition of a NEW subsection (10), to read in its entirety as follows:

(10) Colorado Wildfire Resiliency Code, 2025, Version 1.0, as published by Colorado Department of Public Safety, Division of Fire Prevention & Control, 1697 Cole Blvd, Unit 200, Lakewood, CO 80401 as amended and adopted by Grand County, Colorado, along with amendments set forth in KMC Section 15.05.010.C, and the map promulgated by Grand County, Colorado, identified as the Grand County Community Wildfire Protection Plan Risk Map and available on-line at <https://gcgeo.maps.arcgis.com/apps/webappviewer/index.html?id=f64f896e3598414eb82da4fc56e45083> (accessed June 11, 2026), all of which may be referred to as the “CWRC.”

Section 3. This Ordinance shall take effect July 1, 2026.

Section 4. Any and all Ordinances or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or part thereof shall not revive any other section or part of any Ordinance heretofore repealed or superseded.

Section 5. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various provisions are severable.’

Section 6. EMERGENCY DECLARED: The Board of Trustees of the Town of Kremmling finds that an effective building code and enforcement system is necessary to the public safety; and that it is necessary to continue to receive from Grand County, Colorado, building permitting and inspection services, which rely on the Town building codes matching in material part to the Grand County Building Code; and that in order to provide for the public safety through the services of the Grand County Building Department, the Town’s Building Code must be the same in material part as the Grand County Building Code; and that, due to meeting schedules and the enactment and publication dates of the Grand County Building Code, this Ordinance cannot be published more than thirty (30) days before the necessary effective date;

Therefore, the Board of Trustees finds and declares that this Ordinance must be enacted and take effect prior to expiration of the thirty day period after publication. Therefore, this Ordinance is effective upon passage as provided in C.R.S. 31-16-105

INTRODUCED, READ AND ORDERED PUBLISHED, and public hearing scheduled for June 17, 2026 at a Regular Meeting of the Town Board of Trustees of the Town of Kremmling, Colorado, on the 18th day of March, 2026.

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

PASSED, ADOPTED AND APPROVED, after publication, following public hearing, at a Regular Meeting of the Town Board of Trustees of the Town of Kremmling, Colorado, held on the 17th day of June, 2026, and ordered effective July 1, 2026.

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk



Breakdown of Colorado Wildfire Resiliency Code

This document is intended to provide a readable breakdown of the requirements and applicability of the Colorado Wildfire Resiliency Code. It details where the code does and does not apply, and provides a side-by-side comparison of the requirements for Class 1 and Class 2. This document has also been annotated by our planning experts to provide some interpretation of the code's language.

Although the language in this document has been taken verbatim from the code, Community Planning Assistance for Wildfire (CPAW) produced this report for informational purposes. It provides general guidance and is not legal advice; consult your legal counsel for guidance specific to your situation. While every effort has been made to ensure accuracy, the information is provided “as is” without warranty of any kind, either expressed or implied. CPAW is a program of Headwaters Economics and is supported by the USDA Forest Service and private foundations. Headwaters Economics is an equal opportunity employer.

Code Applies to: [Section 102, p.7](#)

1. New Construction or Changes in Use.

“The provisions of this code shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises that contain occupiable and/or habitable space, or change in use resulting in an occupiable and/or habitable space, unless excepted, within the wildland-urban interface areas of Colorado, as designated in this code.”

2. Non-conforming Buildings.

“Buildings or conditions in existence at the time of the adoption of this code are allowed to have



their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided that such continued use does not constitute a distinct danger to life or property.”

3. Existing Buildings that have been moved in wildfire risk areas.

“Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures.”

4. Manufactured homes that have been moved into risk areas, or are NOT being installed for the first time.

“Structure hardening provisions of this code for factory-built structures (nonresidential, residential, and tiny homes) as defined by sections 24-32-3302(9), (10), (11), and (35), C.R.S., are in accordance with Rules adopted by the Division of Housing in 8 CCR 1302-1, Rule 2 Codes and Standards.

Homes built to the HUD Manufactured Home Construction and Safety Standards are exempt from structure hardening requirements on their first installation. Homes built to the HUD Manufactured Home Construction and Safety Standards which are moved into an applicable Wildfire Resiliency code area are subject to the provisions of this code as required by the authority having jurisdiction.”

Code DOES NOT apply to:

1. Interior alterations of existing structures.
2. Additions that do not increase the footprint of a structure by more than 500 square feet.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior roof covering of an



existing building, when less than 25 percent of the surface area of the exterior roof covering or an attachment thereto is affected.

5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than 25 percent of the exterior of the structure is affected by the alteration or repair.
6. Painting, staining and similar maintenance or restorative work.
7. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located 10 or more feet from the nearest adjacent occupiable structure.
8. Accessory structures and buildings of an accessory character classified as Utility and Miscellaneous Group U (including Agricultural Structures) located more than 50 feet from a structure containing occupiable or habitable space.
9. Fences located more than 8 feet from a habitable structure.
10. Any thirty-five acre or greater parcel with only one residential structure on it that does not abut a residential or commercial area.
11. First installation of Manufactured Homes (see above note on Applicability).
12. Historic structures on state, local or federal registries.

Useful Terms:

The Colorado Wildfire Resiliency Code uses several terms to define materials that are resistant, on different levels, to fire.

Wildfire-Resistant. A general term used in this report to describe a material and design feature that can reduce the vulnerability of a building to ignite, either from wind-blown embers or other wildfire exposures.

Fire-Resistant. Materials and systems that resist the spread of fire from the fire-exposed to a nonexposed side of an assembly (i.e., a wall or roof).

Ignition-Resistant. Material that resists ignition or sustained flaming combustion. Materials designated ignition-resistant have passed a standard test that evaluates flame spread on the material.

Noncombustible. Material of which no part will ignite or burn when subjected to fire or heat, even after exposure to moisture or the effects of age. Materials designated noncombustible have passed a



standard test.

Comparison Charts

The following charts compare requirements for zones designated as Class 1 (Low Intensity) and Class 2 (Moderate/High Intensity) for both structure hardening and site design.

Structure Hardening	
Class 1 (Low Intensity Zones) AND Class 2 (Moderate/High Intensity Zones)	
403.2 Roofs shall have a roof covering or roof assembly classified as Class A (tested to meet ASTM E108 or UL 790.)	
403.2.1 Flame and ember protection of roofs. 1. Use noncombustible material to firestop the space between the roof covering and the roof deck. 2. Installation of one layer of cap sheet complying with ASTM D3909 over the combustible roof deck. 3. Installation of a listed Class A classified roof assembly.	
403.2.2 Roof valley flashings shall be greater than or equal to 0.019 inch (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36- inch-wide underlayment consisting of one layer of cap sheet complying with ASTM D3909. This should run the full length of the valley.	
403.3 Gutters and downspouts shall be constructed of noncombustible material, such as metal.	
403.4 Ventilation Openings for enclosed attics, enclosed rafter spaces and underfloor spaces shall be fully covered with noncombustible corrosion-resistant mesh with openings not to exceed 1/8-inch. Vent types should be tested in accordance with ASTM E2886 to demonstrate their ability to resist ignition and temperature increases.	
Class 1 (Low Intensity)	Class 2 (Moderate and High Intensity)
No regulations.	404.2 Eaves and soffits shall be protected on the exposed underside by noncombustible material, ignition-resistant materials. Alternate materials that can be used, such as materials approved for: not less than 1-hour fire-resistance-rated construction, 5/8-inch Type X drywall, 2-inch nominal dimension lumber, or 1 inch nominal fire-retardant-treated wood or 3/4 inch nominal fire-retardant-treated plywood, identified for exterior use and meeting the

	requirements of Section 2303.2 of the 2024 International Building Code.
Class 1 (Low Intensity): No regulations.	404.3 Exterior walls of buildings or structures shall be constructed with one of the following methods, and shall extend from the top of the foundation to the underside of the eave or the underside of the roof sheathing: 1. Exterior wall assemblies with a minimum of 1-hour fire-resistance rating, rated for exposure on the exterior side. 2. Approved noncombustible materials. 3. Heavy timber or log wall construction. 4. Noncombustible materials complying with Section 402.2 (non combustible materials definition) on the exterior side. 5. Fire-retardant treated wood complying with Section 402.3 (fire retardant treated wood) on the exterior side. The fire-retardant treated wood shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 International Building Code. 6. Ignition-resistant materials complying with Section 402.4 (ignition resistant materials) on the exterior side.
Class 1 (Low Intensity): No regulations.	Exceptions to Exterior Wall Requirements: 1. Exterior wall embellishments and architectural trim (not including trim on exterior windows and doors) not to exceed 5 percent of the square footage of the exterior wall. 2. Roof or wall top cornice projections and similar assemblies. 3. Solid wood rafter tails and solid wood blocking installed between rafters having minimum dimension 2 inch nominal.

Class 1 (Low Intensity): No regulations.	404.3.1 Exterior wall coverings shall be limited to the following: 1. Noncombustible materials. 2. Fire-retardant-treated wood. 3. Ignition-resistant building materials.
Class 1 (Low Intensity): No regulations.	Vinyl siding may be used when: Where exterior walls are either constructed of 1. assemblies with a minimum of 1-hour fire-resistance rating, rated for exposure on the exterior side OR constructed of 2. Approved noncombustible materials
Class 1 (Low Intensity): No regulations.	404.3.2 Flashing. A minimum of 6 inches of metal flashing or noncombustible material applied vertically between the wall sheathing and the exterior cladding shall be installed at the ground, decking, and roof intersections. Combustible sheathing products exposed by the gap created at the base of the exterior walls, posts, or columns must be protected with noncombustible material or ignition-resistant building materials while still permitting drainage and moisture control from behind exterior cladding.
Class 1 (Low Intensity): No regulations.	404.4 Underfloor enclosure. Buildings or structures shall have underfloor areas enclosed to the ground or comply with exterior walls' regulations.
Class 1 (Low Intensity): No regulations.	404.5 Decking. Unenclosed decks shall have the deck walking surface constructed of one of the following: 1. Approved noncombustible materials 2. Class A rated material Exception: Composite decking material with a minimum of Class B rating 3. Fire-retardant-treated wood identified for exterior use and meeting the requirements

	of Section 2303.2 of the 2024 International Building Code 4. Ignition-resistant building materials in accordance with Section 402.4 (ignition resistant materials definition.)
Class 1 (Low Intensity): No regulations.	404.6 Appendages and Projections shall be constructed in accordance with Section 404.3: Exterior Wall Construction.
Class 1 (Low Intensity): No regulations.	404.7 Exterior Glazing. Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, multilayered glazed panels, glass block or have a fire protection rating of not less than 20 minutes.
Class 1 (Low Intensity): No regulations.	404.8 Exterior Doors shall be approved noncombustible construction, solid core wood not less than 1 3/4-inches thick, or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 404.7: Exterior Glazing. These regulations do not apply to vehicle access doors.
Class 1 (Low Intensity): No regulations.	404.9 Vehicle Access Door Perimeter Gap. Gaps around the perimeter of the vehicle access door (at the head, sill and jamb of doors) shall not exceed 1/8 inch. See Section 404.9 Vehicle Access Door Perimeter Gap for approved methods of gap closure.
Class 1 (Low Intensity): No regulations.	404.10 Detached Accessory Structures located less than 50 feet from a building containing habitable or occupiable space shall have exterior walls constructed in accordance with Section 404.3: Exterior Walls through 404.3.1. and 2: Exterior Wall Coverings and Flashing.
Class 1 (Low Intensity): No regulations.	Exception: For Detached Structures that project over descending slopes of 10 % or greater: All

	underfloor areas shall be enclosed to within 6 inches of the ground, with exterior wall construction in accordance with Section 404.3 Exterior Walls or underfloor protection in accordance with Section 404.4 Underfloor Enclosure or with 1/8-inch metal corrosion-resistant screen with a hardened zone within 5 feet.
Class 1 (Low Intensity): No regulations.	Exception to these regulations for underfloors of Accessory Structures: The enclosure shall not be required where the underside of exposed floors and exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction, heavy timber construction, noncombustible materials on the exterior side, or fire-retardant-treated wood on the exterior side. The fire-retardant-treated wood shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 International Building Code.

Site Design	
Class 1 (Low Intensity) AND Class 2 (Moderate and High Intensity)	
Structure Ignition Zone 1 (0-5 feet)	
502.1.2 Materials. Use noncombustible, hard surface materials in this zone, such as rock, gravel, sand, concrete, bare earth or stone/concrete pavers.	
Exception: Ignition-resistant plantings, per an approved list by the AHJ that is not less than that created by the Colorado State Forest Service , are allowed in the Immediate Zone.	
502.1.3 Plantings Remove all plantings including shrubs, slash, combustible mulch and other woody debris, with the exception of ignition-resistant vegetation.	
502.1.4 Trees. There shall be no planting of new trees in the immediate zone. Mature trees of no less than 10-inch diameter at 4.5 feet above ground level may be maintained. Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet. Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.	
502.2.3 Address markers. Buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located in a manner approved by the code official.	
502.3.1 Retaining Walls shall be constructed with either noncombustible or ignition-resistant materials when any of the following conditions exist: 1. The retaining wall is within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure. 2. The retaining wall is integral to the support of a structure regulated by this code. 3. The retaining wall is integral to the egress from a structure regulated by this code to a public way, easement, or private road.	
502.4.1 Fencing within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure shall be constructed with noncombustible or ignition-resistant materials.	
Exception: Vinyl fencing is allowed in all cases.	
Class 1 (Low Intensity)	Class 2 (Moderate and High Intensity)
Class 1 (Low Intensity): No regulations.	Ignition Zone 2 (5-30 feet):

	503.2.2 Dead Materials. Within the fuel modification area, hazardous dead plant material must be removed from live vegetation. 503.2.3 Fuels Accumulation. Avoid large accumulations of surface fuels such as logs, branches, slash and combustible mulch. 503.2.4 Trees. Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet. Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less. 503.2.4.1 Tree Spacing. Tree crowns within this zone shall be spaced to prevent structure ignition and promote fuel discontinuity to limit fire spread. 503.2.5 Shrubs. Shrub groups within this zone shall be spaced to prevent structure ignition. Shrubs shall be at least 10 feet away from the edge of tree branches.
Class 1 (Low Intensity): No regulations.	Ignition Zone 3 (30-100 feet): 503.3.2 Tree Spacing. Tree crowns within this zone shall be spaced at a minimum of 6-10 feet.



COLORADO
Wildfire
Resiliency
Code Board

2025

Colorado Wildfire Resiliency Code

01 June 2025



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

CWRC Version 1.0

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COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

Attributions

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COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

Table of Contents

Chapter 1 - Scope and Administration.....	5
PART 1 GENERAL PROVISIONS.....	5
SECTION 101 SCOPE AND GENERAL REQUIREMENTS.....	5
SECTION 102—APPLICABILITY.....	7
PART 2—ADMINISTRATION AND ENFORCEMENT.....	9
SECTION 103—CODE COMPLIANCE AGENCY.....	9
SECTION 104—DUTIES AND POWERS OF THE CODE OFFICIAL.....	9
SECTION 105—TEMPORARY USES, EQUIPMENT AND SYSTEMS.....	13
SECTION 106—FEES.....	14
SECTION 107—STOP WORK ORDER.....	14
Chapter 2 - Definitions.....	15
SECTION 201 GENERAL.....	15
SECTION 202 DEFINITIONS.....	15
Chapter 3 - Wildfire Hazard Identification.....	19
SECTION 301 GENERAL.....	19
SECTION 302 WILDLAND-URBAN INTERFACE AREA DESIGNATIONS.....	19
SECTION 303 MAPPING AND APPLICABILITY.....	19
SECTION 304 GROUND-TRUTHING.....	21
Chapter 4- Structure Hardening.....	23
SECTION 401 GENERAL.....	23
SECTION 402 BUILDING MATERIAL.....	23
SECTION 403 CLASS 1 STRUCTURE HARDENING.....	25
SECTION 404 CLASS 2 STRUCTURE HARDENING.....	26
Chapter 5- Site and Area Requirements.....	29
SECTION 501 GENERAL.....	29
SECTION 502 CLASS 1 REQUIREMENTS.....	29
SECTION 503 CLASS 2 REQUIREMENTS.....	30
Appendix A: PERMITS.....	33
Appendix B: CONSTRUCTION DOCUMENTS.....	36
Appendix C: INSPECTION AND ENFORCEMENT.....	38



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Chapter 1 - Scope and Administration

PART 1 GENERAL PROVISIONS

SECTION 101 SCOPE AND GENERAL REQUIREMENTS

101.1 Title. These regulations shall be known as the Colorado Wildfire Resiliency Code as adopted by [NAME OF JURISDICTION], hereinafter referred to as “this code.”

101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises that contain *occupiable* and/or *habitable space*, or change in use resulting in an occupiable and/or habitable space, unless excepted, within the *wildland-urban interface* areas of Colorado, as designated in this code.

Buildings or conditions in existence at the time of the adoption of this code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided that such continued use does not constitute a distinct danger to life or property.

Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.2.2 Factory-Built Structures (nonresidential, residential, and tiny homes). Structure hardening provisions of this code for factory-built structures as defined by sections 24-32-3302(9), (10), (11), and (35), C.R.S., are in accordance with Rules adopted by the Division of Housing in 8 CCR 1302-1, Rule 2 Codes and Standards.

101.2.3 HUD Code Homes. Homes built to the HUD Manufactured Home Construction and Safety Standards are exempt from structure hardening requirements on their first installation. Homes built to the HUD Manufactured Home Construction and Safety Standards which are moved into an applicable Wildfire Resiliency code area are subject to the provisions of this code as required by the authority having jurisdiction.

101.3 Purpose. The purpose of this code is to establish minimum regulations for the safeguarding of life and for property protection. Regulations in this code are intended to mitigate the risk to life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels. The extent of this regulation is intended to be tiered commensurate with the relative level of hazard present.

The unrestricted use of property in *wildland-urban interface* areas is a potential threat to life and property from fire and resulting erosion. Safeguards to prevent the occurrence of fires and to



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

provide adequate fire protection facilities to control the spread of fire in *wildland-urban interface* areas shall be in accordance with this code.

This code shall supplement the jurisdiction's building and fire codes, if such codes have been adopted, to provide for special regulations to mitigate the fire- and life-safety hazards of the *wildland-urban interface* areas.

101.4 Retroactivity. The provisions of the code shall apply to conditions arising after the adoption thereof, conditions not legally in existence at the adoption of this code and conditions that, in the opinion of the *code official*, constitute a distinct hazard to life or property.

Exception: Provisions of this code that specifically apply to existing conditions are retroactive.

101.5 Additions or alterations. Additions or alterations shall be permitted to be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided that, when the work increases the footprint of the existing structure by 500 square feet or greater, the addition or alteration conforms to that required for a new building or structure.

Exception: Provisions of this code that specifically apply to existing conditions are retroactive.

Additions or alterations shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

101.6 Roof coverings. The *roof covering* on buildings or structures in existence prior to adoption of this code that are replaced or have 25 percent or more of the surface area of the roof replaced, or where work to reconstruct, alter, or repair the *roof covering* effectively replaces such material, shall require the entirety of the *roof covering* to be replaced with a *roof covering* required for new construction specified in Sections 403.2 through 403.2.2.

Exception: Existing *roof coverings* that are compliant with Section 403.2.

101.7 Exterior walls. The exterior walls of building or structures in existence prior to adoption of this code where 25 percent or more of the total exterior wall surface area is replaced, or where work to reconstruct, alter or repair the exterior walls effectively replaces the exterior wall material, shall require the entirety of the exterior wall surface area, including attachments, to be replaced with materials required for new construction specified in Section 404.3 through 404.3.2



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

and the immediate zone within 5 feet of the structure shall be made to comply with Section 503.1.

Exception: Existing exterior walls that are compliant with Section 404.3.

101.8 Maintenance. Buildings, structures, landscape materials, vegetation, *defensible space* or other devices or safeguards required by this code shall be maintained in conformance to the code edition under which installed. The owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures, landscape materials and vegetation.

SECTION 102—APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where, in any specific case, different sections of this code, or any other adopted code, specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.2 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code are listed throughout this code. Such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and the referenced codes and standards, the provisions of this code shall govern.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

102.5 Subjects not regulated by this code. Where applicable standards or requirements are not set forth in this code, or are contained within other laws, codes, regulations, ordinances or policies adopted by the authority having jurisdiction, compliance with applicable standards of other nationally recognized safety standards, as *approved*, shall be deemed as prima facie evidence of compliance with the intent of this code. Nothing herein shall derogate from the authority of the *code official* to determine compliance with codes or standards for those activities or installations within the code official's jurisdiction or responsibility.

102.6 Matters not provided for. Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof,



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

which are not specifically provided for by this code, shall be determined by the *code official* consistent with the necessity to establish the minimum requirements to safeguard the public health, safety and general welfare.

102.7 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.8 Existing conditions. The legal occupancy or use of any structure or condition existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the *International Fire Code* or the *International Property Maintenance Code*, or as is deemed necessary by the *code official* for the general safety and welfare of the occupants and the public.

102.9 Historic structures. A variance is authorized to be issued for the repair or rehabilitation of a historic structure or construction of a contributing structure upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure, and the variance is the minimum necessary to preserve the historic character and design of the structure, within the spirit of this code.

Exception: Within wildfire hazard areas, historic structures that do not meet one or more of the following designations:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places.
2. Determined as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district.
3. Designated as historic under a state or local historic preservation program.

102.9.1 Historic preservation exemption. The authority having jurisdiction may establish a historic preservation exemption or exemptions in their jurisdiction that consists of the spirit and intent of this code.

102.10 Work exempt from permit under this code. Exemptions from code requirements shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of the jurisdiction. Compliance with this code shall not be required for the following:

1. Interior alterations of existing structures.
2. Additions that do not increase the footprint of a structure by more than 500 square feet.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Painting, staining and similar maintenance or restorative work.
7. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
8. *Accessory structures* and buildings of an accessory character classified as Utility and Miscellaneous Group U (including Agricultural Structures) located more than 50 feet from a structure containing *occupiable* or *habitable space*.
9. Fences located more than 8 feet from a habitable structure.
10. Any thirty-five acre parcel with only one residential structure on it that does not abut a residential or commercial area.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103—CODE COMPLIANCE AGENCY

103.1 Creation of agency. The [INSERT NAME OF DEPARTMENT] is hereby created and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

103.2 Appointment. The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy *code official*, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the *code official*.

SECTION 104—DUTIES AND POWERS OF THE CODE OFFICIAL

104.1 Powers and duties of the code official. The *code official* is hereby authorized to enforce the provisions of this code.

104.2 Determination of compliance. The *code official* shall have the authority to determine compliance with this code, to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures:

1. Shall be in compliance with the intent and purpose of this code.
2. Shall not have the effect of waiving requirements specifically provided for in this code.



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

104.2.1 Technical assistance. To determine compliance with this code, the *code official* is authorized to require the owner, the owner's authorized agent or the person in possession or control of the building or premises to provide a technical opinion and report.

104.2.1.1 Costs. A technical opinion and report shall be provided without charge to the jurisdiction.

104.2.1.2 Preparer qualifications. The technical opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

104.2.1.3 Content. The technical opinion and report shall analyze the properties of the design, operation or use of the building or premises, the facilities and appurtenances situated thereon and fuel management to identify and propose necessary recommendations.

104.2.1.4 Tests. Where there is insufficient evidence of compliance with the provisions of this code, the *code official* shall have the authority to require tests as evidence of compliance. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized test standards, the *code official* shall approve the testing procedures. Such tests shall be performed by a party acceptable to the *code official*.

104.2.2 Alternative materials, design and methods. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*.

104.2.2.1 Approval authority. An alternative material, design or method shall be *approved* where the *code official* finds that the proposed alternative is satisfactory and complies with Sections 104.2.2.2 through 104.2.2.7, as applicable.

104.2.2.2 Application and disposition. Where required, a request to use an alternative material, design or method of construction shall be submitted in writing to the *code official* for approval. Where the alternative material, design or method of construction is not approved, the *code official* shall respond in writing, stating the reasons the alternative was not approved.

104.2.2.3 Compliance with code intent. An alternative material, design or method of construction shall comply with the intent of the provisions of this code.



104.2.2.4 Equivalency criteria. An alternative material, design or method of construction shall, for the purpose intended, be not less than the equivalent of that prescribed in this code with respect to all of the following, as applicable:

1. Quality.
2. Strength.
3. Effectiveness.
4. Durability.
5. Safety, other than fire safety.
6. Fire safety.

104.2.2.5 Tests. Tests conducted to demonstrate equivalency in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official*.

104.2.2.5.1 Fire tests. Tests conducted to demonstrate equivalent fire safety in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict fire safety performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official*.

104.2.2.6 Reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall comply with Sections 104.2.2.6.1 and 104.2.2.6.2.

104.2.2.6.1 Evaluation reports. Evaluation reports shall be issued by an *approved* agency and use of the evaluation report shall require approval by the *code official* for the installation. The alternate material, design or method of construction and product evaluated shall be within the scope of the *code official's* recognition of the *approved* agency. Criteria used for the evaluation shall be identified within the report and, where required, provided to the *code official*.

104.2.2.6.2 Other reports. Reports not complying with Section 104.2.2.6.1 shall describe criteria, including but not limited to any referenced testing or analysis, used to determine compliance with code intent and justify code equivalence. The report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

104.2.2.7 Peer review. The *code official* is authorized to require submittal of a peer review report in conjunction with a request to use an alternative material, design or



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

method of construction, prepared by a peer reviewer that is *approved* by the *code official*.

104.2.3 Modifications. Where there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases, provided that the *code official* shall first find that one or more special individual reasons make the strict letter of this code impractical, that the modification is in conformance with the intent and purpose of this code, and that such modification does not lessen health, life and fire safety requirements. The details of the written request and action granting modifications shall be recorded and entered into the files of the code enforcement agency.

104.3 Applications and permits. The *code official* is authorized to receive applications, review construction documents and issue permits for construction regulated by this code, issue permits for operations regulated by this code, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

104.4 Access to Property. For the purpose of inspecting and enforcing the provisions of this code and the terms and conditions of any permit issued under this code, the *code official* is authorized to enter upon private property at reasonable times and upon reasonable notice for the purpose of determining compliance with this code and to evaluate conditions relative to the permit application.

104.4.1 Authorization. The owner or occupant of the property having a permit under this code shall allow the *code official* access to the property to perform the required inspections. If access is denied, the *code official* shall apply to the Court with jurisdiction to seek authority to access the property.

104.5 Identification. The *code official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Notices and orders. The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

104.7 Official records. The *code official* shall keep official records as required by Sections 104.7.1 through 104.7.5. Such official records shall be retained for not less than 5 years or for as long as the structure or activity to which such records relate remains in existence, unless otherwise provided by other regulations.

104.7.1 Approvals. A record of approvals shall be maintained by the *code official* and shall be available for public inspection during business hours in accordance with applicable laws.

104.7.2 Inspections. The *code official* shall keep a record of each inspection made, including notices and orders issued, showing the findings and disposition of each.



104.7.3 Code alternatives and modifications. Application for alternative materials, design and methods of construction and equipment in accordance with Section 104.2.2; modifications in accordance with Section 104.2.3; and documentation of the final decision of the *code official* for either shall be in writing and shall be retained in the official records.

104.7.4 Tests. The *code official* shall keep a record of tests conducted to comply with Sections 104.2.1.4 and 104.2.2.5.

104.7.5 Fees. The *code official* shall keep a record of fees collected and refunded in accordance with Section 106.

104.8 Liability. The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable, either civilly or criminally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of any act or omission in the discharge of official duties.

104.8.1 Legal defense. Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code or other laws or ordinances implemented through the enforcement of this code shall be defended by legal representatives of the jurisdiction until final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the *code official* shall be constructed and installed in accordance with such approval.

104.9.1 Materials and equipment reuse. Materials, equipment and devices shall not be reused unless such elements are in good working order and *approved*.

104.10 Other agencies. When requested to do so by the *code official*, other officials of this jurisdiction shall assist and cooperate with the *code official* in the discharge of the duties required by this code.

SECTION 105—TEMPORARY USES, EQUIPMENT AND SYSTEMS

105.1 General. The *code official* is authorized to issue a permit for temporary uses, equipment and systems. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The *code official* is authorized to grant extensions for demonstrated cause.

105.2 Conformance. Temporary uses, equipment and systems shall conform to the requirements of this code as necessary to ensure health, safety and general welfare.



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

105.3 Temporary service utilities. The *code official* is authorized to give permission to temporarily supply service utilities.

105.4 Termination of approval. The *code official* is authorized to terminate such permit for temporary uses, equipment and systems and to order the same to be discontinued.

SECTION 106—FEES

106.1 General. An AHJ has the authority to establish fees.

SECTION 107—STOP WORK ORDER

107.1 Authority. Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

107.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

107.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

107.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.

Chapter 2 - Definitions

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; and the singular number includes the plural and the plural the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in other International Codes, such terms shall have the meanings ascribed to them as in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have their ordinarily accepted meanings such as the context implies.

SECTION 202 DEFINITIONS

ACCESSORY STRUCTURE. A building or structure used to shelter or support any material, equipment, chattel or occupancy other than a habitable building.

AGRICULTURAL BUILDING. A structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated or packaged, nor shall it be a place used by the public.

APPROVED. Acceptable to the *code official*.

BUILDING. Any structure intended for supporting or sheltering any occupancy.

CLASS A TESTS. Class A Tests are applicable to *roof coverings* that are expected to be effective against severe fire exposure, afford a high degree of fire protection to the *roof deck*, do not slip from position, and are not expected to present a flying brand hazard.

CODE OFFICIAL. The official designated by the jurisdiction to interpret and enforce this code, or the *code official's* authorized representative.

DEFENSIBLE SPACE. An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

EMBELLISHMENTS. Elements incorporated in design and construction for ornamental or decorative purpose that are not integral to the structure or structural support.

FIRE INTENSITY CLASSIFICATION. The level of fire intensity identified for areas where significant fuel hazards and associated dangerous fire behavior may exist, based upon vegetative fuels, topography, weather conditions, and flame length value.

FIRE-RESISTANCE-RATED CONSTRUCTION. The use of materials and systems in the design and construction of a building or structure to safeguard against the spread of fire within a building or structure and the spread of fire to or from buildings or structures to the *wildland-urban interface* area.

FIRE-RETARDANT-TREATED WOOD. Fire-retardant-treated wood is any wood product that, when impregnated with chemicals by a pressure process or other means during manufacture, shall have, when tested in accordance with ASTM E84 or UL 723, a listed *flame spread index* of 25 or less. The ASTM E84 or UL723 test shall be continued for an additional 20-minute period and the flame front shall not progress more than 10.5 feet beyond the centerline of the burners at any time during the test.

FLAME SPREAD INDEX. A comparative measure, expressed as a dimensionless number, derived from visual measurements of the spread of flame versus time for a material tested in accordance with ASTM E84.

FUEL MODIFICATION. A method of modifying fuel load by reducing the amount of nonfire-resistive vegetation or altering the type of vegetation to reduce the fuel load.

HABITABLE SPACE. A space in a building for living, sleeping, eating or cooking.

HEAVY TIMBER CONSTRUCTION. As described in Section 602.4 of the 2024 *International Building Code*.

HOME IGNITION ZONE. Home Ignition Zone is the home and the area around the home (or structure). The HIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

IGNITION-RESISTANT BUILDING MATERIAL. A type of building material that resists ignition or sustained flaming combustion sufficiently so as to reduce losses from wildfire exposure of burning embers and small flames.



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

IGNITION-RESISTANT VEGETATION. Plants that are less likely to readily ignite from a flame or other ignition source and produce fewer embers. While they can still be damaged by fire, their foliage and stems don't significantly contribute to the intensity of the fire.

LOG WALL CONSTRUCTION. A type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is not less than 6 inches. Log wall construction shall follow requirements of ICC 400.

MULTILAYERED GLAZED PANELS. Window or door assemblies that consist of two or more independently glazed panels installed parallel to each other, having a sealed air gap in between, within a frame designed to fill completely the window or door opening in which the assembly is intended to be installed.

NONCOMBUSTIBLE. As applied to building construction material means a material that, in the form in which it is used, is either one of the following:

1. Material of which no part will ignite and burn when subjected to fire.
2. Any material conforming to ASTM E136 shall be considered noncombustible within the meaning of this section.
3. For the purposes of this code, fire-rated gypsum board tested in accordance with ASTM C1396 with no less than a 1-hour fire-resistance-rating with fire exposure from the outside only is considered a noncombustible material.

OCCUPIABLE SPACE. A room or enclosed space designed for human occupancy in which individuals congregate for amusement, education or similar purposes or in which occupants are engaged at labor.

ROOF ASSEMBLY. A system designed to provide weather protection and resistance to design loads. The system consists of a *roof covering* and *roof deck* or a single component serving as both the *roof covering* and the *roof deck*. A *roof assembly* can include an underlayment, thermal barrier, ignition barrier, insulation or a vapor retarder.

ROOF COVERING. The covering applied to the *roof deck* for weather resistance, fire classification or appearance.

ROOF DECK. The flat or sloped surface not including its supporting members or vertical supports.



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

SLOPE. The variation of terrain from the horizontal; the number of feet rise or fall per 100 feet measured horizontally, expressed as a percentage.

STRUCTURE. That which is built or constructed.

STRUCTURE IGNITION ZONE. Structure Ignition Zone is the structure and the area around the structure (or home). The SIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

TREE CROWN. The primary and secondary branches growing out from the main stem, together with twigs and foliage.

WILDLAND-URBAN INTERFACE. That geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels.

Chapter 3 - Wildfire Hazard Identification

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter provide methodology to establish and record wildfire hazard based on the findings of fact to be regulated by this code.

301.2 Objective. The objective of this chapter is to provide simple baseline criteria for determining *wildland-urban interface* areas based on the wildfire hazard.

SECTION 302 WILDLAND-URBAN INTERFACE AREA DESIGNATIONS

302.1 Declaration. The AHJ shall declare the *wildland-urban interface* areas within the jurisdiction as defined by this code. The *wildland-urban interface* areas shall be based on the findings of fact.

SECTION 303 MAPPING AND APPLICABILITY

303.1 Mapping of Wildfire Hazard Areas.

Wildfire Hazard shall be recorded on official maps. These maps identify areas subject to the provisions of this code and shall be available for public inspection through an accessible online platform and at designated local government offices.

303.1.1 Map. This map shall be based on a combination of factors including, but not limited to, vegetative fuels, topography, local weather patterns, and fire behavior modeling data.

303.1.2 Locally Developed Mapping.

The AHJ may develop and adopt local maps designating wildfire hazard and *fire intensity classifications* within its jurisdictional boundaries in accordance with Sections 303.1 through 303.3.

303.2 Fire Intensity Classification. *Fire Intensity Classification* shall be identified on the map in accordance with Section 303.1. *Fire Intensity Classification* is determined by expected wildfire behavior, including flame length and suppression difficulty and is separated into three levels: low, moderate, and high. The identified *fire intensity classification* establishes code requirements for construction and mitigation.

303.2.1 Low Fire Intensity Classification. Low *Fire Intensity Classification* is identified in areas with light to medium surface fuels, such as grasses, shrubs, and scattered low-density vegetation. These fuels are often discontinuous, which limits flame propagation but can sustain burning under moderate weather conditions. Fires in this class may occur on gentle to moderate *slopes*, where topography begins to influence the rate of spread. Although flame lengths remain relatively small—typically less than two



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

feet—limited spotting may occur, especially with wind. Trained firefighters with protective equipment and standard hand tools can usually suppress these fires through direct attack, particularly on *slopes* under 30 percent. Mechanized equipment is typically unnecessary.

Key Characteristics Include:

1. **Fuels:** Light to medium surface fuels, including grasses, shrubs, and scattered vegetation (e.g., WNL, USL fuel types).
2. **Flame Length:** Less than 2 feet.
3. **Rate of Spread:** Low, increasing with *slopes* over 20 percent.
4. **Spotting:** Very short-range spotting is possible under windy conditions.
5. **Terrain Influence:** More active fire behavior on moderate *slopes* (20 to 30 percent).
6. **Suppression Difficulty:** Easily suppressed by trained firefighters using basic protective gear and hand tools. Direct attack is effective, and mechanized support is rarely needed.

303.2.2 Moderate Fire Intensity Classification. Moderate *Fire Intensity Classification* is identified in areas with moderate to heavy fuel loads, such as dense shrubs, small trees, and accumulated ground fuels. Fires in this class present continuous horizontal and vertical fuel arrangements, allowing flames to reach up to 8 feet in length. Fire behavior is notably influenced by moderate to steep *slopes*, often accelerating the spread. Short-range spotting becomes more common, complicating suppression efforts. Ground crews typically require mechanized support, such as engines and dozers, to establish control lines. Aircraft assistance may be necessary, particularly in inaccessible terrain. There is a significant increase in the potential for property damage and risk to life, especially in *wildland-urban interface* areas.

Key Characteristics Include:

1. **Fuels:** Moderate to heavy fuels, including dense shrublands, small trees, timber litter, and canopy fuels (e.g., USH, UIH fuel types).
2. **Flame Length:** Up to 8 feet.
3. **Rate of Spread:** Moderate to high, increasing significantly on *slopes* over 30 percent.
4. **Spotting:** Short-range spotting is common.
5. **Terrain Influence:** Steep *slopes* (30 percent or greater) increase fire spread and intensity.
6. **Suppression Difficulty:** Challenging for ground crews without support from engines, dozers, or aircraft. Dozers and plows are generally effective on moderate terrain.



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Prevention & Control
Department of Public Safety

303.2.3 High Intensity. *High Fire Intensity Classification* is identified in areas with heavy, continuous fuel loads, such as dense forest canopies, thick understory growth, and heavy dead/downed material. Fires in this class frequently occur on steep *slopes*, often exceeding 40 percent, where topography dramatically increases the rate of spread and severity. Flame lengths can exceed 30 feet, and both short- and medium-range spotting are common, particularly in windy conditions. Direct suppression by ground crews is typically ineffective, requiring indirect attack strategies, such as backburns and aerial retardant drops. Fires in this class pose extreme risk to life, property, and firefighter safety, especially in rugged or remote areas.

Key Characteristics Include:

1. **Fuels:** Heavy fuels, including dense forests, urban core areas with heavy fuel loads, and canopy-dominated regions (e.g., WNH, USH, UCH fuel types).
 2. **Flame Length:** Up to 30 feet or more.
 3. **Rate of Spread:** Rapid, especially on *slopes* greater than 40 percent.
 4. **Spotting:** Short-range spotting is common; medium-range spotting is possible under windy conditions.
 5. **Terrain Influence:** *Slopes* over 40 percent amplify intensity and spread, creating dangerous conditions for suppression.
 6. **Suppression Difficulty:** Direct attack by ground forces and dozers is generally ineffective. Indirect strategies (backburning, aerial support) are often necessary.
- These fires present significant danger to life, property, and responder safety.

303.3 Applicability of Code Provisions. The requirements of this code shall apply to all parcels located within designated Wildfire Hazard Areas and corresponding *fire intensity classifications* as identified on the official maps. The level of structure hardening, *defensible space*, and other mitigation measures required shall correspond to the applicable *fire intensity classification*—Low, Moderate, or High—as established by the board.

Structures and parcels identified with low *fire intensity classification* shall be constructed and maintained in accordance with the provisions for Class 1 structure hardening and site and area requirements.

Structures and parcels identified with moderate to high *fire intensity classifications* shall be constructed and maintained in accordance with the provisions for Class 2 structure hardening and site and area requirements.

SECTION 304 GROUND-TRUTHING

304.1 Purpose. This section establishes a process for owners or the owners authorized representative to request a ground-truthing review of their property's Wildfire Hazard or *fire*



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Prevention & Control
Department of Public Safety

intensity classification as identified on state or locally adopted maps. The intent is to provide an opportunity to verify that mapping accurately reflects current, site-specific conditions.

304.2 Determination of Fire Intensity Classification and Code Requirements. As determined by the *code official*, the *fire intensity classification* and associated requirements shall be based on a review of the vegetative fuels on the parcel and within 300' of the parcel boundary, topography, local weather patterns, and fire behavior modeling data and in accordance with the following *fire intensity classifications*:

304.2.1 Low *Fire Intensity Classification* in accordance with Section 303.2.1

304.2.2 Moderate *Fire Intensity Classification* in accordance with Section 303.2.2

304.2.3 High *Fire Intensity Classification* in accordance with Section 303.2.3

This determination shall be made based on existing conditions or conditions that have been established by a development plan approved by the local jurisdiction. Technical documentation shall be submitted in support of such request by a qualified wildfire professional and in accordance with Section 104.2.



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Chapter 4- Structure Hardening

SECTION 401 GENERAL

401.1 Scope. Exterior design and construction of new buildings and structures within the *wildland-urban interface* areas of Colorado shall be constructed in accordance with this chapter.

Exceptions:

1. Buildings of an accessory character classified as Group U occupancy (including *agricultural buildings*) of any size located at least 50 feet from a structure containing *occupiable* or *habitable space*.
2. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.
5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Additions that do not increase the footprint of a structure by more than 500 square feet.

SECTION 402 BUILDING MATERIAL

402.1 Building material. Building materials shall comply with any one of the requirements in Section 402.2 through 402.4.

402.2 Noncombustible material. *Noncombustible* material shall comply with the definition of *noncombustible* materials in Section 202.

402.3 Fire-retardant-treated wood. *Fire-retardant-treated wood* shall be identified for exterior use and shall meet the requirements of Section 2303.2 of the 2024 *International Building Code*.

402.4 Ignition-resistant building material. Material shall be tested on the front and back faces in accordance with the extended ASTM E84 or UL 723 test, for a total test period of 30 minutes, or with the ASTM E2768 test. The materials shall bear identification showing the fire test results. Panel products shall be tested with a ripped or cut longitudinal gap of 1/8 inch. The materials, when tested in accordance with the test procedures set forth in ASTM E84 or UL 723



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Department of Public Safety

for a test period of 30 minutes, or with ASTM E2768, shall comply with Sections 402.4.1 through 402.4.3.3. Materials or products which melt, drip or delaminate to the extent that the flame front is interrupted are not permitted.

Exception: Materials composed of a combustible core and a noncombustible exterior covering made from either aluminum at a minimum 0.019 inch thickness or corrosion-resistant steel at a minimum 0.0149 inch thickness shall not be required to be tested with a ripped or cut longitudinal gap.

402.4.1 Flame spread. The material shall exhibit a *flame spread index* not exceeding 25.

402.4.2 Flame front. The material shall exhibit a flame front that does not progress more than 10 feet 6 inches beyond the centerline of the burner at any time during the test.

402.4.3 Weathering. *Ignition-resistant building materials* shall maintain their performance in accordance with this section under conditions of use. The materials shall meet the performance requirements for weathering (including exposure to temperature, moisture and ultraviolet radiation) contained in Sections 402.4.3.1 through 402.4.3.3, as applicable to the materials and conditions of use.

402.4.3.1 Evaluation requirements for weathering. Fire-retardant-treated wood, wood-plastic composite materials and plastic lumber materials shall be evaluated after weathering in accordance with Method A “Test Method for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing” in ASTM D2898.

402.4.3.2 Wood-plastic composite materials. Wood-plastic composite materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m² in the horizontal orientation, then weathering in accordance with ASTM D7032 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.

402.4.3.3 Plastic lumber materials. Plastic lumber materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m² in the horizontal orientation, then weathering in accordance with ASTM D6662 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.



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Department of Public Safety

SECTION 403 CLASS 1 STRUCTURE HARDENING

403.1 General. Class 1 structure hardening shall be in accordance with Sections 403.2 through 403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a low fire hazard severity.

403.2 Roofing. Roofs shall have a *roof covering* or *roof assembly* classified as Class A when tested in accordance with ASTM E108 or UL 790.

403.2.1 Flame and ember protection of roofs. For roof assemblies where the roof covering profile creates a space between the roof covering and roof deck, the space shall resist the entry of flames and embers by one or more of the following methods:

1. Firestopping with noncombustible material of the space between the roof covering and the roof deck.
2. Installation of one layer of cap sheet complying with ASTM D3909 over the combustible roof deck.
3. Installation of a listed Class A classified roof assembly.

403.2.2 Roof valley flashings. Valley flashings shall be not less than 0.019 inch (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36-inch-wide underlayment consisting of one layer of cap sheet complying with ASTM D3909 running the full length of the valley.

403.3 Gutters and downspouts. Gutters and downspouts shall be constructed of *noncombustible* material.

403.4 Ventilation Openings. Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be in accordance with Section 403.4.1 or Section 403.4.2 as applicable.

403.4.1 Performance Requirements. Ventilation openings shall be fully covered with listed vents, tested in accordance with ASTM E2886, to demonstrate compliance with all the following requirements:

1. There shall be no flaming ignition of the cotton material during the Ember Intrusion Test.
2. There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test.
3. The maximum temperature of the unexposed side of the vent shall not exceed 662°F (350°C).

403.4.2 Prescriptive Requirements. Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be covered with *noncombustible* 404.3 corrosion-resistant mesh with openings not to exceed 1/8-inch.



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Department of Public Safety

SECTION 404 CLASS 2 STRUCTURE HARDENING

404.1 General. Class 2 structure hardening shall be in accordance with Sections 404.2 through 404.10.1 as well as the provisions of Class 1 structure hardening in Sections 403.2-403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a moderate or high fire hazard severity. See also Sections 101.6-101.7.

404.2 Protection of eaves. Eaves and soffits shall be protected on the exposed underside by *noncombustible material, ignition-resistant materials*, or by materials approved for not less than 1-hour *fire-resistance-rated construction, 5/8-inch Type X drywall*, 2-inch nominal dimension lumber, or 1 inch nominal *fire-retardant-treated wood* or 3/4 inch nominal fire-retardant-treated plywood, identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*. Fascias are required and shall be protected on the backside by *noncombustible material, ignition-resistant materials*, or by materials approved for not less than 1-hour *fire-resistance-rated construction, 5/8-inch Type X drywall*, or 2- inch nominal dimension lumber.

404.3 Exterior Walls. Exterior walls of buildings or structures shall be constructed with one of the following methods:

1. Exterior wall assemblies with a minimum of 1-hour fire-resistance rating, rated for exposure on the exterior side.
2. *Approved noncombustible materials.*
3. *Heavy timber or log wall construction.*
4. *Noncombustible materials* complying with Section 402.2 on the exterior side.
5. *Fire-retardant treated wood* complying with Section 402.3 on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code*.
6. Ignition-resistant materials complying with Section 402.4 on the exterior side.

Such material shall extend from the top of the foundation to the underside of the eave or the underside of the roof sheathing.

Exceptions:

1. Exterior wall *embellishments* and architectural trim (exclusive of trim on exterior windows and doors) not to exceed 5 percent of the square footage of the exterior wall.
2. Roof or wall top cornice projections and similar assemblies.
3. Solid wood rafter tails and solid wood blocking installed between rafters having minimum dimension 2 inch nominal.

404.3.1 Exterior Wall Coverings. Exterior wall coverings shall be limited to the following:

1. *Noncombustible materials.*
2. *Fire-retardant-treated wood.*
3. *Ignition-resistant building materials.*



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Division of Fire
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Department of Public Safety

Exception: Where options 1 or 2 in section 404.3 are used, vinyl siding may be used as an exterior covering.

404.3.2 Flashing. A minimum of 6 inches of metal flashing or *noncombustible* material applied vertically between the wall sheathing and the exterior cladding shall be installed at the ground, decking, and roof intersections.

Combustible sheathing products exposed by the gap created at the base of the exterior walls, posts, or columns must be protected with *noncombustible material* or *ignition-resistant building materials* while still permitting drainage and moisture control from behind exterior cladding.

404.4 Underfloor enclosure. Buildings or structures shall have underfloor areas enclosed to the ground or comply with exterior walls in accordance with Section 404.3.

404.5 Decking. Unenclosed decks shall have the deck walking surface constructed of one of the following:

1. *Approved noncombustible* materials
2. Class A rated material

Exception: Composite decking material with a minimum of Class B rating

3. *Fire-retardant-treated wood* identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*
4. *Ignition-resistant building materials* in accordance with Section 402.4.

404.6 Appendages and Projections. Appendages and projections shall be constructed in accordance with Section 404.3.

404.7 Exterior Glazing. Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, *multilayered glazed panels*, glass block or have a fire protection rating of not less than 20 minutes.

404.8 Exterior Doors. Exterior doors shall be *approved noncombustible* construction, solid core wood not less than 1 ¾-inches thick, or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 404.7.

Exception: Vehicle access doors.

404.9 Vehicle Access Door Perimeter Gap. Exterior vehicle access doors shall resist the intrusion of embers from entering by preventing gaps between doors and door openings, at the head, sill, and jamb of doors from exceeding ⅛ inch as approved by the AHJ.

Gaps between doors and door openings shall be controlled by one of the following methods:

1. Weather-stripping products made of materials that: (a) have been tested for tensile strength in accordance with ASTM D638 (Standard Test Method for Tensile Properties of Plastics) after exposure to ASTM G155 (Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials) for a period of 2,000 hours, when the maximum allowable difference in tensile strength values between exposed and



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Department of Public Safety

non-exposed samples does not exceed 10 percent; and (b) exhibit a V-2 or better flammability rating when tested to UL 94 (Standards for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances).

2. Door overlaps onto jambs and headers.
3. Garage door jambs and headers covered with metal flashing.

404.10 Detached Accessory Structures. Detached *accessory structures* located less than 50 feet from a building containing *habitable* or *occupiable space* shall have exterior walls constructed in accordance with Section 404.3 through 404.3.2.

404.10.1 Underfloor areas. Where the detached structure is located and constructed so that the structure or any portion thereof projects over a descending *slope* surface greater than 10 percent, the area below the structure shall have underfloor areas enclosed to within 6 inches of the ground, with exterior wall construction in accordance with Section 404.3 or underfloor protection in accordance with Section 404.4 or with 1/8-inch metal corrosion-resistant screen with a hardened zone within 5 feet.

Exception: The enclosure shall not be required where the underside of exposed floors and exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour *fire-resistance-rated construction*, *heavy timber construction*, *noncombustible* materials on the exterior side, or *fire-retardant-treated wood* on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code*.



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COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

Chapter 5- Site and Area Requirements

SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall apply to parcels subject to this code.

501.2 Reference. As needed, the *code official* shall refer to the Home Ignition Zone (HIZ) Guide as developed by the Colorado State Forest Service.

Where conflicts occur between provisions of this code and the HIZ Guide, the provisions of this code shall govern. The provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

SECTION 502 CLASS 1 REQUIREMENTS

502.1 Structure Ignition Zone 1 (0-5 feet): Immediate Zone

502.1.1 Objective. This zone is designed to reduce or eliminate ember ignition and direct flame contact with the structure, decks, stairs, and attachments.

502.1.2 Materials. Use *noncombustible*, hard surface materials in this zone, such as rock, gravel, sand, concrete, bare earth or stone/concrete pavers.

Exception: Ignition-resistant plantings, per an approved list by the AHJ that is not less than that created by the Colorado State Forest Service, are allowed in the Immediate Zone.

502.1.3 Plantings. Remove all plantings including shrubs, slash, combustible mulch and other woody debris, with the exception of ignition-resistant vegetation.

502.1.4 Trees. There shall be no planting of new trees in the immediate zone. Mature trees of no less than 10-inch diameter at 4.5 feet above ground level may be maintained.

Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.

502.2 Site Signage

502.2.1 Marking of roads. *Approved* signs or other *approved* notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof.

502.2.2 Marking of fire protection equipment. Fire protection equipment and fire hydrants shall be clearly identified in a manner *approved* by the *code official* to prevent obstruction.



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502.2.3 Address markers. Buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located in a manner *approved* by the *code official*.

502.3 Retaining Walls

502.3.1 Retaining Walls. Retaining walls shall be constructed with either *noncombustible* or ignition-resistant materials when any of the following conditions exist:

1. The retaining wall is within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure.
2. The retaining wall is integral to the support of a structure regulated by this code.
3. The retaining wall is integral to the egress from a structure regulated by this code to a public way, easement, or private road.

502.4 Fencing

502.4.1 Fencing. Fencing within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure shall be constructed with *noncombustible* or ignition-resistant materials.

Exception: Vinyl fencing. Vinyl fencing may be allowed.

SECTION 503 CLASS 2 REQUIREMENTS

503.1 General. Class 2 site and area requirements shall be in accordance with Sections 503.2 through 503.3.2 and include all requirements of Class 1 in Sections 502.1 through 502.4.

503.2 Structure Ignition Zone 2 (5-30 feet) Intermediate Zone

503.2.1 Objective. This zone is designed to give an approaching fire less fuel, which will help reduce its intensity as it gets nearer to structures.

503.2.2 Dead Materials. Within the *fuel modification* area, hazardous dead plant material must be removed from live vegetation.

503.2.3 Fuels Accumulation. Avoid large accumulations of surface fuels such as logs, branches, slash and combustible mulch.

503.2.4 Trees. *Tree crowns* extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.



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Department of Public Safety

503.2.4.1 Tree Spacing. *Tree crowns* within this zone shall be spaced to prevent structure ignition and promote fuel discontinuity to limit fire spread.

503.2.5 Shrubs. Shrub groups within this zone shall be spaced to prevent structure ignition. Shrubs shall be at least 10 feet away from the edge of tree branches.

503.3 Structure Ignition Zone 3 (30-100 feet) Expanded Zone

503.3.1 Objective. This zone focuses on mitigation that keeps fire on the ground.

503.3.2 Tree Spacing. *Tree crowns* within this zone shall be spaced at a minimum of 6-10 feet.



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Appendix A: PERMITS

A101.1 General. Where not otherwise provided in the requirements of the *International Building Code* or *International Fire Code*, permits are required in accordance with Sections A101.2 through A101.9.

A101.2 Permits required. Unless otherwise exempted, buildings or structures regulated by this code shall not be erected, constructed, altered, repaired, moved, converted, changed, or changed in use or occupancy unless a separate permit for each building or structure has first been obtained from the *code official*.

For buildings or structures erected for temporary uses, see Section 105.

A101.3 Permit application. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the code enforcement agency for that purpose. Every such application shall:

1. Identify and describe the work, activity, operation, practice or function to be covered by the permit for which application is made.
2. Describe the land on which the proposed work, activity, operation, practice or function is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building, work, activity, operation, practice or function.
3. Indicate the use or occupancy for which the proposed work, activity, operation, practice or function is intended.
4. Be accompanied by plans, diagrams, computation and specifications and other data as required in Appendix B.
5. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the *code official*.

A101.3.1 Preliminary inspection. Before a permit is issued, the *code official* is authorized to inspect and approve the systems, equipment, buildings, devices, premises and spaces or areas to be used.

A101.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the *code official* is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.



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Department of Public Safety

A101.4 Permit approval. Before a permit is issued, the *code official*, or an authorized representative, shall review and approve permitted uses, occupancies or structures. Where laws or regulations are enforceable by other agencies or departments, a joint approval shall be obtained from agencies or departments concerned.

A101.5 Permit issuance. The application, plans, specifications and other data filed by an applicant for a permit shall be reviewed by the *code official*. If the *code official* finds that the work described in an application for a permit and the plan, specifications and other data filed therewith conform to the requirements of this code, the *code official* is allowed to issue a permit to the applicant.

When the *code official* issues the permit, the *code official* shall endorse in writing or stamp the plans and specifications APPROVED. Such *approved* plans and specifications shall not be changed, modified or altered without authorization from the *code official*, and work regulated by this code shall be done in accordance with the *approved* plans.

A101.5.1 Refusal to issue a permit. Where the application or construction documents do not conform to the requirements of pertinent laws, the *code official* shall reject such application in writing, stating the reasons therefor.

A101.6 Validity of permit. The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or conceal the provisions of this code or other ordinances of the jurisdiction shall not be valid.

A101.7 Expiration. Every permit issued by the *code official* under the provisions of this code shall expire by limitation and become null and void if the building, use or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building, use or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Any permittee holding an unexpired permit is allowed to apply for an extension of the time within which work is allowed to commence under that permit where the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The *code official* is authorized to extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once.

A101.8 Retention of permits. Permits shall at all times be kept on the premises designated therein and shall at all times be subject to inspection by the *code official* or other authorized representative.



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Department of Public Safety

A101.9 Revocation of permits. Permits issued under this code can be suspended or revoked where it is determined by the *code official* that:

1. It is used by a person other than the person to whom the permit was issued.
2. It is used for a location other than that for which the permit was issued.
3. Any of the conditions or limitations set forth in the permit have been violated.
4. The permittee fails, refuses or neglects to comply with any order or notice duly served on him or her under the provisions of this code within the time provided therein.
5. There has been any false statement or misrepresentation as to material fact in the application or plans on which the permit or application was made.
6. The permit is issued in error or in violation of any other ordinance, regulations or provisions of this code.

The *code official* is allowed to, in writing, suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this code.

Appendix B: CONSTRUCTION DOCUMENTS

B101.1 General. Plans, engineering calculations, diagrams and other data shall be submitted in the format as required by the jurisdiction. The construction documents shall be prepared and submitted where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require additional documentation.

Exception: Submission of plans, calculations, construction inspection requirements and other data, if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this code.

B101.2 Information on plans and specifications. Plans and specifications shall be drawn to scale on substantial paper or cloth and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations.

B101.3 Site plan. In addition to the requirements for plans in the *International Building Code*, site plans shall include topography, landscape and vegetation details and locations of structures or building envelopes. The *code official* is authorized to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted. Identify the *fire intensity classification*.

B101.3.1 Defensible Space Site Plans. Defensible space site plans shall be prepared and submitted to the *code official* for review and approval as part of the site plans required for a permit. The *code official* is authorized to waive or modify the requirement for a defensible space site plan where the application for permit is for alteration or repair or where otherwise warranted.

B101.5 Other data and substantiation. Where required by the *code official*, the plans and specifications shall include classification of fuel loading, fuel model light, medium or heavy, and substantiating data to verify classification of fire-resistive vegetation.

B101.6 Retention of plans. One set of *approved* plans, specifications and computations shall be retained by the *code official* for a period of not less than 180 days from date of completion of the permitted work or as required by state or local laws.

B101.7 Examination of documents. The *code official* shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

B101.8 Amended construction documents. Work shall be installed in accordance with the *approved* construction documents, and changes made during construction that are not in



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Division of Fire
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Department of Public Safety

compliance with the *approved* documents shall be resubmitted for approval as an amended set of construction documents.

B101.9 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

B101.10 Phased approval. The *code official* is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

Appendix C: INSPECTION AND ENFORCEMENT

C101.1 Inspection. Inspections shall be in accordance with Sections C101.1.1 through C101.1.4.3.

C101.1.1 General. Construction or work for which a permit is required by this code shall be subject to inspection by the *code official* and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved* by the *code official*.

It shall be the duty of the permit applicant to cause the work to remain visible and able to be accessed for inspection purposes. Neither the *code official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

Where required by the *code official*, a survey of the lot shall be provided to verify that the mitigation features are provided and the building or structure is located in accordance with the *approved* plans.

C101.1.2 Authority to inspect. The *code official* shall inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the *code official* for the purpose of ascertaining and causing to be corrected any conditions that could reasonably be expected to cause fire or contribute to its spread, or any violation of the purpose of this code and of any other law or standard affecting fire safety.

C101.1.2.1 Approved inspection agencies. The *code official* is authorized to accept reports of approved inspection agencies, provided that such agencies satisfy the requirements as to qualifications and reliability.

C101.1.2.2 Inspection requests. It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

C101.1.2.3 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *code official*. The *code official*, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this



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code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *code official*.

C101.1.3 Reinspections. To determine compliance with this code, the *code official* can cause a structure to be reinspected. A fee can be assessed for each inspection or reinspection where work for which inspection is called is not complete or where corrections called for are not made.

Reinspection fees can be assessed where the *approved* plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested or for deviating from plans requiring the approval of the *code official*.

To obtain a reinspection, the applicant shall pay the reinspection fee as set forth in the fee schedule adopted by the jurisdiction. Where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

C101.1.4 Testing. Installations shall be tested as required in this code and in accordance with Sections C101.1.4.1 through C101.1.4.3. Tests shall be made by the permit holder or authorized agent and observed by the *code official*.

C101.1.4.1 New, altered, extended or repaired installations. New installations and parts of existing installations that have been altered, extended, renovated or repaired, shall be tested as prescribed herein to disclose defects.

C101.1.4.2 Apparatus, instruments, material and labor for tests. Apparatus, instruments, material and labor required for testing an installation or part thereof shall be furnished by the permit holder or authorized agent.

C101.1.4.3 Reinspection and testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing.

C101.2 Enforcement. Enforcement shall be in accordance with Sections C101.2.1 and C101.2.2.

C101.2.1 Authorization to issue corrective orders and notices. Where the *code official* finds any building or premises that are in violation of this code, the *code official* is authorized to issue corrective orders and notices.

C101.2.2 Service of orders and notices. Orders and notices authorized or required by this code shall be given or served on the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation either by verbal notification, personal service, or delivering the same to, and leaving it with, a person of suitable age and discretion on the premises; or, if such person is not found on the premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of



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said premises and by mailing a copy thereof to such person by registered or certified mail to the person's last known address.

Orders or notices that are given verbally shall be confirmed by service in writing as herein provided.

C101.3 Compliance with orders and notices. Compliance with orders and notices shall be in accordance with Sections C101.3.1 through C101.3.8.

C101.3.1 General compliance. Orders and notices issued or served as provided by this code shall be complied with by the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation to which the corrective order or notice pertains.

If the building or premises is not occupied, then such corrective orders or notices shall be complied with by the owner or the owner's authorized agent.

C101.3.2 Compliance with tags. building or premises shall not be used when in violation of this code as noted on a tag affixed in accordance with Section C101.3.1.

C101.3.3 Removal and destruction of signs and tags. A sign or tag posted or affixed by the *code official* shall not be mutilated, destroyed or removed without authorization by the *code official*.

C101.3.4 Citations. Persons operating or maintaining an occupancy or premises subject to this code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so by the *code official* shall be guilty of a misdemeanor.

C101.3.5 Unsafe conditions. Buildings, structures or premises that constitute a fire hazard or are otherwise dangerous to human life, or that in relation to existing use constitute a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment as specified in this code or any other ordinance, are unsafe conditions. Unsafe buildings or structures shall not be used. Unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal, pursuant to applicable state and local laws and codes.

C101.3.5.1 Record. The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

C101.3.5.2 Notice. Where an unsafe condition is found, the *code official* shall serve on the owner, owner's authorized agent or person in control of the building, structure or premises, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or requires the unsafe structure to be demolished. Such notice shall require the person



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thus notified, or their designee, to declare to the *code official* within a stipulated time, acceptance or rejection of the terms of the order.

C101.3.5.2.1 Method of service. Such notice shall be deemed properly served where a copy thereof is served by one of the following methods:

1. Delivered to the owner or the owner's authorized agent personally.
2. Sent by certified or registered mail addressed to the owner or the owner's authorized agent at the last known address with a return receipt requested.
3. Delivered in any other manner as prescribed by local law.

Where the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner on the owner's authorized agent or on the person responsible for the structure shall constitute service of notice on the owner.

C101.3.5.3 Placarding. Upon failure of the owner, the owner's authorized agent or the person responsible to comply with the notice provisions within the time given, the *code official* shall post on the premises or on defective equipment a placard bearing the word "UNSAFE" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

C101.3.5.3.1 Placard removal. The *code official* shall remove the unsafe condition placard whenever the defect or defects on which the unsafe condition and placarding action were based have been eliminated. Any person who defaces or removes an unsafe condition placard without the approval of the *code official* shall be subject to the penalties provided by this code.

C101.3.5.4 Abatement. The owner, the owner's authorized agent, operator or occupant of a building, structure or premises deemed unsafe by the *code official* shall abate, correct or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

C101.3.5.5 Summary abatement. Where conditions exist that are deemed hazardous to life and property, the *code official* is authorized to abate or correct summarily such hazardous conditions that are in violation of this code.

C101.3.5.6 Evacuation. The *code official* shall be authorized to order the immediate evacuation of any occupied building, structure or premises deemed unsafe where such hazardous conditions exist that present imminent danger to the occupants. Persons so notified shall immediately leave the structure or premises and shall not enter or reenter until authorized to do so by the *code official*.

C101.3.6 Prosecution of violation. If the notice of violation is not complied with promptly, the *code official* is authorized to request the legal counsel of the jurisdiction to

institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

C101.3.7 Violation penalties. An AHJ has the authority to establish fees.

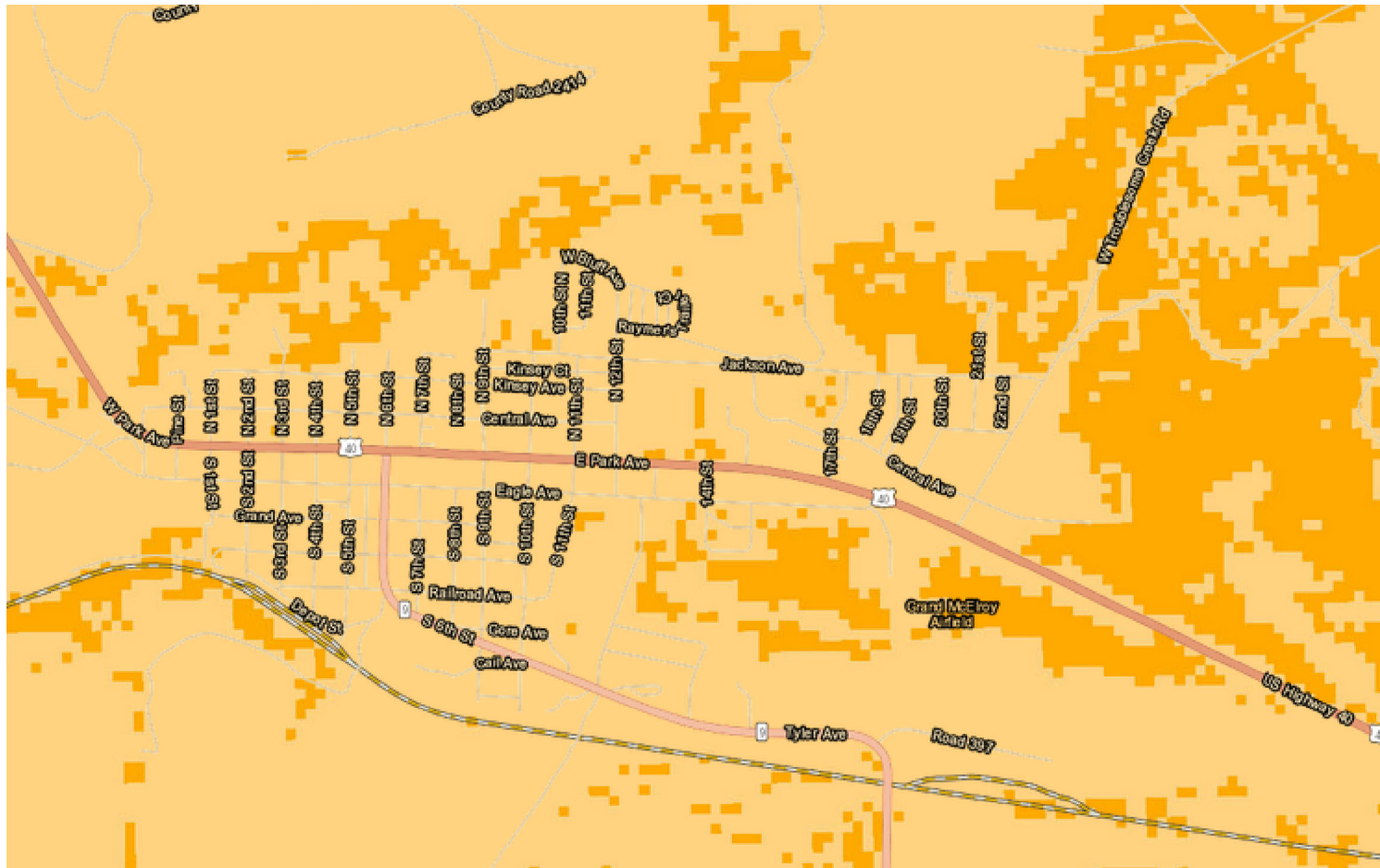
C101.3.8 Abatement of violation. In addition to the imposition of the penalties herein described, the *code official* is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.



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Town of Kremmling

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STAFF REPORT TO THE BOARD OF TRUSTEES REGARDING THE GRAND COUNTY LIBRARY DISTRICT ANNEXATION AND ZONING PROCEEDINGS

Before the Board of Trustees of the Town of Kremmling
For Public Hearing on July 15, 2026

Report Lay-out and Record References

This submission to the Board of Trustees consists of the Staff Report to the Planning and Zoning Commission, and attachments (“P&Z Staff Report”) used as the record and exhibits for the Planning and Zoning Commission public hearing on July 8, 2026. References to pages and exhibits in this Staff Report to the Board of Trustees are to the identification by attachment number and page numbers (“P&Z SR pg. _”) used in the Planning and Zoning Commission Staff Report.

Attachments to this Board of Trustees Staff Report are to “BoT Staff Report” page or attachment number.

Please review, in particular, the P&Z SR, Doc. 1, P&Z SR pgs. 1-12; the Petitioner Annexation Narrative and Zoning Request, P&Z SR, Doc. 3, P&Z SR pgs. 13-14, the Annexation Petition, P&Z SR, Doc. 7, P&Z SR pgs. 19-28, and the Annexation Map, P&Z SR, Doc. 8, P&Z SR pg. 29.

Procedural History

At its May 20, 2026 meeting, the Board of Trustees reviewed the Petition and attachments and zoning request submitted by the Grand County Library District, seeking annexation of the Subject Parcel located in the northeast quadrant of the intersection of 12th Street and Jackson Avenue. The Board passed “A Resolution

Finding Substantial Compliance of the Petition by the Grand County Library District for Annexation to the Town of Kremmling of a Parcel known as Grand County Library District Outright Exemption and Setting a Public Hearing.” (Attachment 9, P&Z Packet page 30, discussed on Staff Report Section 8.B, commencing on SR pg. 3). The Resolution established July 15, 2026, as the day and time for the Board’s hearing on the annexation petition and the zoning request.

The matter was brought before the Planning and Zoning Commission for review pursuant to C.R.S. § 31-12-209, to determine at a public hearing whether or not the proposed public use, at the proposed location, is appropriate and suitable; pursuant to Kremmling Municipal Code § 14.04.04.G to review the concept land-use plan and initial zoning request, and make a recommendation of appropriate zoning to the Board of Trustees as required by CRS § 31-23-211, § 31-23-215, and § 31-23-301 *et seq.*, and KMC 14.04.040.G.

Planning and Zoning Commission Action

Following a properly noticed and convened public hearing conducted on July 8, 2026, the Planning and Zoning Commission passed a motion determining that the proposed public is at the proposed location, is appropriate and suitable; that the concept land-use for public library purposes is approved; and recommending annexation of the Subject Parcel to the Town of Kremmling, on the bases discussed in the Staff Report, particularly sections 4, 6 through 10, (P&Z SR, Doc.1, P&Z SR pgs. 2, and 3-7) and that the Board of Trustees find all requirements to permit annexation have been met, but condition annexation on Use by Special Review or Site Plan approval, and that such approval require appropriate sidewalks.

The Planning Commission also passed a motion to recommend the Subject Parcel should be zoned R-2 Multiple Family Residential, with a Governmental/Public Use overlay, on the bases discussed in the Staff Report, particularly Sections 1, 3, 4, 6, 10, (P&Z SR, Doc.1, P&Z SR pgs. 1-3, and pgs. 7-9); and the Petitioner’s Narrative (P&Z SR, Doc.3, P&Z SR pgs.13-14).

The Submission Is Complete And Proceedings Properly Noticed.

This Petition for Annexation and the zoning request are complete for purposes of this hearing. Proper public notice of this hearing for both annexation and zoning was given by publication in the Sky-Hi News This Annexation application has had proper public notification pursuant to 14.04.17.09.010 of the Kremmling Municipal Code (KMC). A Newspaper Publication was published in the Sky-Hi Newspaper on June 3, June 10, June 17, and June 24, 2026, providing notification of the hearing and requesting comments. See P&Z SR Attachment 20, P&Z SR p. 65. A public entity notice was mailed June 10, 2026. See Attachment P&Z SR Attachment 22, P&Z SR p. 70. A Property Posting was made on June 23, 2025. P&Z SR Attachment 21, P&Z SR p. 67.

Public notice for the zoning proceedings Public Notice was given concurrently with the Annexation Notice, meeting the posting and publication requirements of KMC 17.09.010 and C.R.S. § 31-23-208 and § 31-23-304.

Questions to be determined by the Board of Trustees

The questions before the Board are (1) whether or not the Subject Parcel should be brought within the Town boundaries and Town jurisdiction by annexation; (2) whether or not any conditions of annexation should be imposed; (3) whether an annexation agreement should be required; and (4) to assign the appropriate zoning.

Staff Recommendations:

- (1) That the Board of Trustees annex the Subject Parcel as requested;
- (2) That the Board waive the KMC § 14.04.040.H annexation agreement requirement because this annexation is for a public entity, serving a public purpose, with no plans for subdivision, and requiring no other public improvements or dedications;
- (3) That the annexation be conditioned upon site plan approval with appropriate sidewalks required;
- (4) That the Subject Parcel be zoned R-2 Multiple Family Residential, with a Governmental/Public Use overlay; and

(5) That, as a matter of initial zoning assignment which includes recognition of the Governmental/Public Use of the Subject Parcel as a library, that no Use by Special Review proceeding is necessary to allow the library use of the Parcel.

Sample Motions:

By state statute, both annexation and zoning power is exercised through the ordinance authority power. Proposed ordinances are attached immediately behind this Board of Trustees Staff Report, and ahead of the P&Z Staff Report. BoT Staff Report p. 6 *et seq.*.

I. ANNEXATION

A. Sample Motion Annexing the Subject Parcel to the Town of Kremmling:

I move that the Board of Trustees of the Town of Kremmling annex the Subject Parcel to the Town of Kremmling, on the bases discussed in the Staff Report, particularly sections 4, and 6 through 10, and that the Board of Trustees find all requirements to permit annexation have been met; that no annexation agreement is required, and that the annexation is conditioned upon site plan approval, to include appropriate sidewalks.

B. Sample Motion Recommending Denial of Annexation:

I move that the the Board of Trustees of the Town of Kremmling that the Board of Trustees does not annex the Subject Parcel to the Town on Kremmling, on the grounds that the Petition and the Subject Parcel do not meet the statutory requirements found in Title 31, Article 12, Part 1, C.R.S., and/or the Kremmling Municipal Code, Title 14, and in particular (identify statutory or code provisions that are not met. See list of requirements in Sections 7, 8, and 9).

II. RECOMMENDATION ON ZONING

A. Sample Motion zoning the Subject Parcel R-2 Multiple Family Residential with a Governmental Overlay, as identified on the Zoning Map as “Public Property, and allowing the governmental/public use of the Subject Parcel for a library:

I move that the Board of Trustees of the Town of Kremmling zone the Subject Parcel Zone R-2 Multiple Family Residential with a Governmental/Public Use Overlay, as identified on the Zoning Map as “Public Property,” on the bases

discussed in the Staff Report, particularly Sections 1, 3, 4, 6, 10, and the Petitioner's Narrative, and that, as a matter of new zoning with the Government Overlay, that no Use by Special Review proceeding be required to allow the library use of the Parcel, but that the project be subject to Site Plan Approval.

B. Sample Motion Recommending Denial of Zoning:

I move that the Planning and Zoning Commission recommend to the Board of Trustees of the Town of Kremmling that the Board of Trustees not zone the Subject Property immediately upon annexation, as an alternative to immediate zoning under C.R.S. 31-12-115, for the reason (explain basis for delay of annexation).

**TOWN OF KREMMLING
PLANNING AND ZONING COMMISSION**

**LAND USE/ANNEXATION AND
ZONING HEARING PACKET**

Address: 12TH Street and Jackson Avenue

Owner: Grand County Library District

Applicant: Same

Request: Review proposed land use as public use, and make recommendations to the Board of Trustees on annexation and zoning.

Hearing Date: July 8, 2026

TABLE OF CONTENTS

APPLICATION INFORMATION:	Page
1. Subject Property	1
2. Staff Action Requests	1
3. Current Use	1
4. Proposed Use	2
5. Ownership	2
ZONING & LAND USE	
6. Comprehensive Plan Goals	2
 PART I. ANNEXATION DISCUSSION	
7. Code Requirements – Annexation	3
8. KMC 14.04.030, Annexation Policy	3
9. KMC 14.04.040.B, Annexation Process	5
 PART II., ZONING CONSIDERATIONS	
10. Zoning Purposes	7
11. Proposed Zone Appropriate	8
12. KMC Notice and Public Comments	9
13. Public Comment	10
14. Staff Recommendation	10
15. Sample Motions	10

TABLE OF ATTACHMENTS

Document	Title	Page
1.	Staff Report	1
2.	Aerial View	12
3.	Petitioner Annexation Narrative and Zoning Request	13
4.	Land Use Application	15
5.	Application Certification	16
6.	Cost Fee Expense Agreement	17
7.	Annexation Petition and Affidavit of Circulator	19
8.	Annexation_Map_2026	29
9.	Board of Trustees Resolution of Substantial Compliance	30
10.	ALTA Title Commitment ABS60020781-8 16Mar26	32
11.	Ground Engineering Soils Report Contract	46
12.	Mineral Rights Letters & Certification Form	53
13.	ILC 2026	58
14.	ALTA Site Plan_2026	59
15.	Plat Outright Exemption_2026001512_	60
16.	20260305 Town Will Process Letter	61
17.	20260218 Will Serve Letter – KFPD	62
18.	20260210 Will Serve Letter – KSD	63
19.	20260305 Will Serve Letter - Water & Trash	64
20.	Published Notice	65

21.	Posted Notices	67
22.	Mailed Notice to County & other agencies	70
23.	Public Comment—BOCC 06/24/2026 Letter in Support	75

**STAFF REPORT ON
GRAND COUNTY LIBRARY DISTRICT
REQUEST TO ANNEX AND ZONE A
PARCEL OF LAND NEAR 12TH STREET AND JACKSON AVENUE**

APPLICATION INFORMATION:

Applicant: **GRAND COUNTY LIBRARY DISTRICT**
225 East Jasper Avenue
Granby, CO 80456
(970) 887-8411

Representative: Executive Director MaryAnn Degginger. The Grand County Library District is a Colorado local government and a public entity.

1. Subject Property: Grand County Library District Outright Exemption, a parcel of land in the northeast quadrant of the intersection of 12th Street and Jackson Avenue, being in the North ½ of the Southeast ¼ and the Southwest ¼ of the Northeast ¼ of Section 8, Township 1 North, Range 80 west of the 6 P.M., County of Grand, State of Colorado.

The parcel is 3.504 acres in size, with (rough) dimensions of: west border along 12th Street 274 feet; north border along Estates at the Bluffs Mobile Home Park 610 feet; east border adjacent to vacant land 230 feet; and south border along Jackson Avenue 607 feet.

2 Request A: That the Planning and Zoning Commission review the proposed annexation of land for public use pursuant to C.R.S. § 31-23-209 and land use concept pursuant to KMC § 14.04.040.G; and

Request B: That the Planning and Zoning Commission review the requested zoning of R-2 Multiple Family Residential, with a public property (governmental) overlay, and recommend to the Board of Trustees appropriate zoning.

The common elements of each request are discussed immediately below in sections 3 through 7, and in the suggested motions at the end. The annexation-specific matters are discussed in Part I. Sections 8-10; the zoning-specific matters are discussed in Part II, Sections 11 and 12.

3. Current Use: Vacant/Agricultural use. County zoning district is “Residential.” The parcel to the east is also Vacant/Agricultural use. County zoning district is “residential.

The West Grand High School is south across Jackson Avenue. To the west, at 12th and Jackson is a church. Along 12th Street and south of Jackson Avenue, and also north of the church parcel, is R-2 Multiple Family Residential uses in various configurations of single family dwellings, multiple family dwellings (duplexes, triplexes, and apartments, and townhomes). North of the parcel is Estates at the Bluffs Mobile Home Park.

4. Proposed Use: The owner, Grand County Library District (“GCLD”), acquired this parcel for the purpose of constructing a new building and grounds for the Kremmling Library, a branch library of the GCLD system. GCLD “library” uses include numerous programs for all ages, not simply a repository of books. There are no plans to further subdivide the Subject Property.

5. Ownership: The Subject Property is titled to the Grand County Library District.

ZONING & LAND USE:

6. The Proposal Complies With and Contributes to Comprehensive Plan Goals

Land Use and Community Design, Goal: Land Use and Community Design.

The Comprehensive Plan includes as an element of the public category, government facilities such as a library.

Library use will contribute to the identified Land Use Goals of balancing land uses to provide for residential, commercial, industrial, intercultural and public needs of the community, while mitigating impacts of such uses on each other and the community at large.

The Comprehensive Plan recognizes that improvements such as this new building would contribute to overall aesthetics and functionality of public places.

This particular location contributes to the goal of walkability, by moving the library facility to a more centralized area of denser residential development and use, and placing the library closer to both major school buildings. While the specific site plan for the project is not yet available, the project will meet offstreet parking requirements, and contribute to the Comprehensive Plan goal of providing an adequate supply of parking for this particular use.

The new structure and development will contribute to the Comprehensive Plan Goal of architecture and aesthetics improvements.

PART I. ANNEXATION DISCUSSION

7. CODE REQUIREMENTS--ANNEXATION:

A. Annexation (Sections 4, 6, 7, 8, 9, and 11)

Kremmling Municipal Code Title 14, Chapter 4, provides guidance regarding annexations. The Chapter recites re-worded statutory requirements for general guidance, and details specific Town expectations and requirements.

KMC 14.0 4.030, Annexation Policy, guides Kremmling annexations. The specifics are discussed below in Report Section 10, "Criteria Applied."

Applicable provisions of KMC 14.04.020, "Responsibilities of the Applicant," and 14.04.040, "Annexation Process," have been met, with the exception of paragraph 14.04.020.D, and 14.04.040 B.3, which fees have been waived for the District.

8. KMC 14.04.030, ANNEXATION POLICY, CRITEREA APPLIED:

A. In most instances, annexation is voluntary and subject to the Board's discretion.

Generally, the Town is under no obligation to approve an annexation petition.

The annexation question will be determined by the Board of Trustees at a public hearing, first scheduled for July 15, 2026.

B. All annexations to the Town of Kremmling shall comply with the Colorado Municipal Annexation Act of 1965, as amended.

The Board of Trustees passed a "Resolution Finding Substantial Compliance" on May 20, 2026. The underlying statutes required the Board determine that the Petition facially met statutory requirements, determine whether an election was required, and set the matter for a public hearing. The Board determined that the Petition plausibly alleged:

That the Petition and map appeared to meet statutory requirements, including that the parcel has at least 1/6th boundary contiguity with land already incorporated into the Town;

That the petition was submitted by all owners in the area to be annexed; and hence that no annexation election is required;

That it appears the community of interest exists between the parcel and the Town;

That the land is urban, or will be urbanized in the near future;

That the property proposed to be annexed as integrated or is capable of being integrated with the Town of Kremmling;

That the proposal did not divide lands held in identical ownership;

That no other annexation proceedings for the particular parcel of been initiated with another municipality;

That the annexation would not affect any school district boundaries;

That the annexation does not extend the boundaries of the Town by more than 3 miles within a year; and

That no portion of a platted street or alley is proposed for annexation.

C. Land to be annexed shall conform to the goals, policies, and strategies of the Town.

As set forth in Section 8 above, the proposal meets several aspects of the Comprehensive Plan.

D. Annexation shall not divide tracts of land in such a way as to prevent annexation of adjoining land.

This annexation will not cut off neighboring properties from possible annexation. It will, in fact, increase the boundary contiguity available to parcels to the north and east.

E. All annexations shall be accompanied by an agreement between the petitioner and the Town, stating conditions related to municipal services or other terms of annexation determined necessary or desirable by the Board of Trustees.

The Annexation Agreement is solely a matter for consideration by the Board of Trustees, and will considered at the July 15, 2026 hearing. Since annexation agreements generally involve development standards, exactions, and other commitments, the staff recommendation may be to waive the requirement, substituting an agreement that development requirements and standards will be applied through the site plan process.

F. Zoning of the property shall occur concurrently with the annexation or within 90 days of the approval of an annexation, as required by statute. Proposed zoning shall conform to a concept land use plan submitted with the annexation petition and comply with the Comprehensive Plan unless changing conditions justify other zoning.

The Petitioner has requested R-2 Multiple Family Residential zoning with a public property (governmental overlay). See the attached Item *, GCLD OE Annexation Narrative and Zoning Request,

G. Unless otherwise provided in the annexation agreement, water rights sufficient to support the proposed development, as determined by the Board of Trustees, shall be deeded to the Town at the time of annexation.

The Board will be asked to waive this requirement, as the Petitioner owns no water rights, and is relocating in existing use within the Town.

9. KMC 14.04.040.B, ANNEXATION PROCESS REQUIREMENTS APPLIED

KMC 14.04.040.B. Application Requirements

The Applicant submitted to the Town the required application petition and land use application materials:

1. Completed Land Use Application Form
2. Annexation Petition in a form provided by the Town, signed by more than 50 percent of the owners of more than 50 percent of the property. The annexation petition must also meet all requirements outlined in the Colorado Municipal Annexation Act of 1965, as amended.
3. Required annexation fees and a deposit in an amount specified by the Town for the Cost of reviewing and processing the application. Waived.
4. Written legal description of the boundaries of the area proposed to be annexed prepared by a licensed engineer or registered land surveyor.
5. One full size (24" x 36") paper copy and five 11"x17" paper reductions of the Annexation Map.

Paper and Copy requirements waived upon submission of electronic versions.

6. One full size (24" x 36") paper copy and five 11"x17" paper reductions of a Concept Land Use Plan.

Waived, since the proposed annexation is for a single purpose. Review will be completed through the site plan process.

7. A completed application for zoning the property being annexed in the conformance with the requirements of this Code for amending the official zoning map.

Met.

8. The following supporting information that will enable Town staff to evaluate the impacts of the annexation on the Town:

- i. Soils description and limitations.
- ii. A statement of any known hazards and other important environmental conditions present on the property.

Soils/hazard report under contract. See attachment *

- iii. Preliminary utility plan including provision of sewer and water services

and how the proposed system meets the water distribution requirements of the Town.

Applicant's design team has contacted Kremmling Public Works for water; Kremmling Sanitation District for sewer service, and dry utility providers. Final information to be provided through Site Plan review.

iv. Affidavit concerning the amount and historical use of all water rights owned.

Waived.

v. An economic impact report describing the impacts of the annexation on Town services and tax base

Included in Applicant Narrative, attachment *.

vi. Floodplain information.

No hazard noted; area is tentatively mapped as low hazard.

9. Title commitment.

Received, attachment *

10. Mailing list and labels for all property owners within five hundred (500) feet of the boundaries of the annexation.

Per standard Town practice, Town provided the list and mailing.

11. In the case of flagpole annexations,... Not Applicable.

12. Statement of community need for proposed annexation and zoning and how the proposed annexation and zoning is consistent with the Town of Kremmling Comprehensive Plan and other applicable Town Plans.

Included in Applicant Narrative, attachment *.

13. Letter from the Kremmling Fire Protection District and Kremmling Sanitation District regarding inclusion.

See attachments * and *

14. Draft copy of the Annexation Agreement.

Will be presented to Board of Trustees or request for waiver.

15. Annexation Impact Report in accordance with the requirements of Section 14.04.070 of this Code and the Colorado Municipal Annexation Act of 1965, as amended.

Not Applicable due to parcel size.

16. Legal description of the property to be annexed.

Provided. See Annexation Map, Attachment *

17. An electronic copy of all submitted documents.

Received.

Items C. Certification of Complete Annexation Application, D. Annexation Petition Referral to the Board of Trustees have been met. Discussed above. Item E., Notice, discussed below. Item F., Annexation Impact report, waived due to parcel size and proposed use, and that the project is a relocation of an existing use. Items G, Planning Commission Hearing, H. Annexation Agreement, and I. Board of Trustee Hearing, are met or are in progress. Items J, Final Submittal, and K. Recording, are to follow annexation if granted.

PART II., ZONING CONSIDERATIONS (Sections 4, 6, 8, 10, 11 and 12)

10. ZONING PURPOSES. The Kremmling Municipal Code provides some guidance but no specific zoning procedure. The zoning process follows the state statutes found in C.R.S. § 31-23-211, § 31-23-215 and § 31-23-301 et seq.

The Kremmling Municipal Code, § 17.01.020, “Purpose,” directs the Planning and Zoning Commission to implement the specific purposes identified by the Board of Trustees. The Code purposes set out are:

“The general purpose of this Zoning code is to implement the planning policies adopted by the Town Board. The specific purposes of this Zoning Code are:

- A. To promote the health, safety and general welfare of the citizens of the Town.
- B. To protect the beauty of the landscape, water and air quality, significant wildlife corridors and habitat, to conserve open space and recreational resources and otherwise protect and preserve the natural environment.
- C. To promote the orderly use, development and redevelopment of land while protecting and enhancing the economy of the Town.
- D. To provide for efficient vehicular movement throughout the Town and to ensure the provision of adequate public facilities for existing and future citizens.
- E. To establish unified regulations and procedures to implement the policies of the Comprehensive Plan and the other purposes of this Zoning Code.
- F. To secure safety from fire, other dangers, and to provide adequate sunlight and air.”

Under general zoning principles, zoning should separate uses into zones allowing compatible uses. The Town Code establishes the eight recognized zones, and lays out the various uses identified by the enacting Board of Trustees as compatible. Zoning districts are often assigned in a way to buffer groups of abuses from other groups of uses. For example, Kremmling’s Industrial Zone is applied to areas with historic heavy industry and transportation use, such as the railroad area and the airport. Commercial zoning and mixed use zoning and the Highway zone are all established along transportation corridors. Both

residential zones are intended to support, primarily, residential uses segregated from commerce and industry. The customary practice is to separate residential uses by density; hence the different dimensional requirements and types of structures allowed between the Town's R-1 and R-2 districts.

11. THE PROPOSED ZONE, R-2 Multiple Family Residential with Public Property (Governmental) Overlay IS APPROPRIATE

Code Provisions: Exercising the authority established in CRS 31-23-302, the Town Board divided the municipality "into districts deemed best suited to carry out the purposes of the statute, and exercise the authority to regulate and restrict the erection, construction,... or use of buildings, structure or land." KMC § 17.04.010, "Zoning District Standards Established," sets out the purposes of the residential districts:

"A. Residential Districts. In order to secure for the persons residing in the district a comfortable, healthy, safe, and pleasant environment in which to live sheltered from incompatible and disruptive activities and to encourage a diversity of housing options, the

following residential districts are established.

1. R 1A: Residential Agricultural.
2. R 1: Single Family Detached Residential.
3. R 2: Multiple Family Residential . . ."

KMC § 17.04.020.C, R 2: Multiple Family Residential identifies libraries as an appropriate use in R-2 zoning, but as a "Use by Special Review."

"2. Use by Special Review. The following categories are allowed in R 2 zone districts only by special review. . . .
e. Libraries. . . ."

To the north, west, and southwest of the Subject Property, the properties are in use under the R-2 Residential Multiple Family, (which zone is recognized on the zoning map as R-2: Residential, High Density). The mobile home park to the north is not within the Town, but under County zoning of "Residential." The school use property to the south is identified as an "R1 Residential, Low Density," zone, but further identified as "Public Property."

Given the type of development to the west and the north of the Subject Property, applying the R-2 zone to the Subject Property is appropriate. The R-2 zone specifically allows the library use.

If the requested R-2 zoning is granted, the proposed use on the 3+ acre Subject Property can easily meet the Code dimensional requirements:

KMC 17.04.020.C, “3. Dimensional requirements. The following dimensional requirements apply to all

structures constructed and located within R 2 zone districts:

- a. Minimum lot area: six thousand (6,000) square feet unless the lot is a townhouse lot, in which event minimum lot sizes shall be three thousand five hundred (3,500) square feet.
- b. Minimum front setback: fifteen (15) feet
- c. Minimum side setback: seven and one half (7.5) feet for residences; five (5) feet for accessory structures (Ord. 464 §3, 2002)
- d. Minimum rear setback: ten (10) feet for principal structure; five (5) feet for accessory structure
- e. Minimum lot width: thirty (30) feet per unit, fifty (50) feet minimum
- f. Side setbacks do not apply to townhouse lots, except that the townhouse must be set back seven and one half (7.5) feet from the townhouse subdivision side boundary.”

The requested zoning is appropriate under general zoning principles, as well. The proposed zone continues adjacent zoning and land uses.

12. KMC 14.04.040.E., NOTICE AND PUBLIC COMMENTS

Annexation Notice

This Annexation application has had proper public notification pursuant to 14.04.17.09.010 of the Kremmling Municipal Code (KMC). A Newspaper Publication was published in the Sky-Hi Newspaper on June 3, June 10, June 17, and June 24, 2026, providing notification of the hearing and requesting comments. See Attachment *. A public entity notice was mailed June 10, 2026. See Attachment *. A Property Posting was made on June 23, 2025. See Attachment *.

Zoning Notice

Public Notice was given concurrently with the Annexation Notice, meeting the posting and publication requirements of KMC 17.09.010 and C.R.S. § 31-23-208 and § 31-23-304.

14. PUBLIC COMMENT

As of close of business Monday, July 6, the only comment received from the or review agencies was the letter in support from the Grand County Board of County Commissioners, attachment *.

14. STAFF RECOMMENDATION

Annexation Review: Determine that the proposed public building is appropriate and is within the streets master plan for a public use pursuant to C.R.S. § 31-23-209 and land use concept pursuant to KMC § 14.04.040.G, and recommend that the annexation occur.

Zoning Request: Staff recommends that the Commission recommend approval of the proposed zoning of the Subject Property as R-2 Multiple Family Residential zone district, with a Public Property/Governmental use overlay, and that the proposed use be approved, subject to Use by Special Review and Site Plan review and approval.

15. SAMPLE MOTIONS

I. FINDING APPROPRIATE LAND USE PLAN AND RECOMMENDATION ON ANNEXATION

A. Sample Motion Finding the proposed land use is appropriate and recommending to the Board of Trustees that the Subject Property be annexed to the Town of Kremmling:

I move that the Planning and Zoning Commission find that the proposed use of the Subject Property as a Public Library is appropriate, and that the Commission recommend to the Board of Trustees of the Town of Kremmling that the Board of Trustees annex the Subject Parcel to the Town of Kremmling, on the bases discussed in the Staff Report, particularly sections 4, 6 through 10, and that the Board of Trustees find all requirements to permit annexation have been met, but condition annexation on Use by Special Review and Site Plan approval.

B. Sample Motion Recommending Denial of Annexation:

I move that the Planning and Zoning Commission recommend to the Board of Trustees of the Town of Kremmling that the Board of Trustees does not annex the Subject Parcel to the Town on Kremmling, on the grounds that the Petition and the Subject Property do not meet the statutory requirements found in Title 31, Article 12, Part 1, C.R.S., and/or the Kremmling Municipal Code, Title 14, and in particular (identify statutory or code provisions that are not met. See list of requirements in Sections 7, 8, and 9).

II. RECOMMENDATION ON ZONING

A. Sample Motion To Recommend to the Board of Trustees that the subject property be Zoned R-2 Multiple Family Residential with a Governmental Overlay, as identified on the Zoning Map as “Public Property:”

I move that the Planning and Zoning Commission recommend to the Board of Trustees of the Town of Kremmling that the Board of Trustees that the Subject Parcel be zoned Zone R-2 Multiple Family Residential with a Governmental Overlay, as identified on the Zoning Map as “Public Property” on the bases discussed in the Staff Report, particularly Sections 1, 3, 4, 6, 10, and the Petitioner’s Narrative.

B. Sample Motion To Recommend to the Board of Trustees that the subject property be Zoned a different zone, with a Governmental Overlay, as identified on the Zoning Map as “Public Property:”

I move that the Planning and Zoning Commission recommend to the Board of Trustees of the Town of Kremmling that the Board of Trustees that the Subject Parcel be zoned Zone _____ with a Governmental Overlay, as identified on the Zoning Map as “Public Property” on the bases discussed in the Staff Report, particularly Sections _____, and the Petitioner’s Narrative for the reason the _____ zone is more properly applied, given the uses and dimensions allowed in the Kremmling Municipal Code for the zone and the surrounding area.

C. Sample Motion Recommending Denial of Zoning:

I move that the Planning and Zoning Commission recommend to the Board of Trustees of the Town of Kremmling that the Board of Trustees not zone the Subject Property immediately upon annexation, as an alternative to immediate zoning under C.R.S. 31-12-115, for the reason (explain basis for delay of annexation).

Subdivision

Grand West Subdivision

Church

Estates at the Bluffs

Jackson Ave.

12th St

West Grand High School

This aerial map shows a large, vacant, brown lot outlined in red. The lot is situated between Jackson Ave. to the south and N 12th St to the west. To the east of the lot is N 13th St. The surrounding areas include Grand West Subdivision to the northwest, Estates at the Bluffs to the northeast, Church to the west, and West Grand High School to the south. The school features a large red running track and a green field. Various residential lots with house numbers are visible throughout the map.

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Subdivision

Grand West Subdivision

Church

Estates at the Bluffs

Jackson Ave.

12th St

West Grand High School

Subdivision

Grand West Subdivision

Church

Estates at the Bluffs

Jackson Ave.

12th St

West Grand High School

Subdivision

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Estates at the Bluffs

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12th St

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Estates at the Bluffs

Jackson Ave.

12th St

West Grand High School

Subdivision

Grand West Subdivision

Church

Estates at the Bluffs

Jackson Ave.

12th St

West Grand High School



PO Box 1050
Granby, CO 80446
www.gcld.org

March 25, 2026

Dear Town of Kremmling Trustees,

Grand County Library District has completed the creation and purchase of the Grand County Library District Outright Exemption parcel, a 3.504 acre parcel at the Northeast corner of Jackson Avenue and North 12th Street in Kremmling, CO. The intended purpose of this land is to construct a new library for the Town of Kremmling. As the next step in that process, GCLD is requesting annexation and rezoning into the Town of Kremmling proper. It has been recommended that R2 with "public entity use" would be the preferred zoning. The property is contiguous to the Town of Kremmling on the North, West, and South sides.

It is anticipated that the new library will be no less than 8000 sqft based on a use/needs assessment study conducted May of 2024. The 3.504 acres will provide more than adequate space for a building of this size, necessary parking, outdoor activity spaces, and landscaping. The site is flat, has no relevant prior uses beyond agricultural, does not contain any obvious hazards, has no water rights, is not within a floodplain, and there are no easements that would impede construction or use. It is anticipated that the building will tap into/extend the nearby water (main running down Jackson) and sanitation (closest termination at the end of the alley opposite the Northwest corner) lines as well as extend both electric and gas services to the new building (Note: Applicant could find no Colorado or locally specific limitations to utility type usage). GCLD will work with the Town of Kremmling to eliminate any encroachments into right-of ways that may exist.

There are no direct economic impacts as the Kremmling Library will merely be moving into a new location and already has an established rapport with the community. The location will be closer in proximity to the schools and the facility will be able to provide more versatile uses for the entire community. The existing Library is owned by the Town of Kremmling.

On February 4, 2026, GCLD met with Jen MacPherson, Alan Hassler, and Dillon Willson for the required pre-annexation meeting. From that meeting, we have compiled the necessary

application documentation. Please review submittal package and let us know if there is anything further you require.

Included in our packet are the following items either required or recommended for review:

- Application Certificate
- Cost, Fee, and Expense Certificate (requesting the Board waive fees)
- Land Use Application Form
- Application Letter / Narrative
- Outright Exemption Plat (for reference – Rec. # 2026001512)
- ALTA / NSPS Land Title Survey Plat (for reference)
- ILC GCLDOR (for reference)
- Site Plan (N/A as Architects just now being hired)
- Annexation Map per Section 14.04.050 (Tom Cary – Loose Horse Survey)
- Annexation Agreement (to be provided by Alan Hassler, Town Planner)
- Annexation Impact Report per Section 14.04.070 (waived - less than 10 acres)
- Annexation Petition (N/A as GCLD is the sole owner)
- Site Description / Hazards / Limitations (Section B-8, see narrative)
- Economic Impact Statement (waived during pre-annexation meeting)
- ALTA Title Commitment within the last 30 days of submittal (dated March 3, 2026)
(Note: Taxes paid at time of land purchase)
- Soils Report (Ground Engineering signed proposal)
- Notice of Mineral Rights (Scanned copy of certification and letters)
- Will Serve Letters: Town of Kremmling (annex, water, & trash), Kremmling Sanitation District (wastewater – sent to Alan) and Kremmling Fire Protection District (emergency services)
- Proposed Review Agencies: MPEI, KFPD, CPW, BLM (Recorded OE Plat refers to CPW's "Fencing for Wildlife in Mind" pamphlet – we reviewed / no fencing planned)
- Photo proof of "Change of Land Use/Proposed Land Use" signage on site
- Proof of mailings to 500 ft adjacent neighbors (Town doing letter & labels for mailing)

Best Regards,



Mary Ann Degginger, Executive Director



Jeremy Krone, President Board of Trustees



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

LAND USE APPLICATION

LAND USE APPLICATION

Application is made for: (Check all that apply)

- ☒ Annexation (Sec. 14.04.040)
- ☐ Boundary Line Adjustment (Sec. 16.11.030)
- ☐ Fence Permit (Sec. 17.12.010)
- ☐ Final Development Plan (Sec. 17.03.080.F.2)
- ☐ Final Plan (Sec. 16.06.070)
- ☐ Minor Subdivision (Sec. 16.05.010)
- ☐ Mobile Home Park (Sec. 17.16.040)
- ☐ Zoning Verification
- ☐ Permitted Use Approval (Sec. 17.03.030)
- ☐ Preliminary Development Plan (Sec. 17.03.080.F.1)
- ☐ Preliminary Plan (Sec. 16.06.050)
- ☒ Rezoning (Sec. 17.05.020)
- ☐ Sign Permit (Sec. 17.11.035)
- ☐ Sketch Plan (Sec. 16.06.030)
- ☐ Variance (Sec. 17.06.020)
- ☐ Use by Special Review (Sec. 17.03.070)
- ☐ Land Use Inquiry
- ☐ Site Plan Approval (Sec. 17.03.070)
- ☐ Encroachment License
- ☐ Other: _____

Checklists for each application must be submitted to the Town with this application form filled out and signed. Please fill out all requested information on this form clearly and legibly. If this application is incomplete or not legible, the application may be deemed incomplete. Zoning inquiries can take a minimum of four weeks to process. Providing a copy of the Grand County Assessor Property Card with your application improves the processing time for Land Use Applications.

Project Name: GRAND County LIBRARY District Outright Exemption Annex & Rezone
Signed Cost, Fee, and Expense Agreement: _____ CK#: _____ Amt: \$ _____

Contact information: (Please attach any additional contacts)

Owner: GRAND County LIBRARY District Email: executivedirector@gold.org
Address: 225 E INSPIRE Ave. Phone: 970-887-9411
GRAND, CO 80446 Fax: _____
Applicant: MARY Ann Degginger Email: _____
Address: SAME Phone: 970-887-9411
Fax: _____



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

LAND USE APPLICATION

Property Description:

Legal Description: Grand County Library District Outright Exemption
Address or Location: NE CORNER of Jackson Ave and 12th Street
TBD Jackson Ave (Planner to Assign)

Existing Zoning: F/O Existing Use: Agricultural
Proposed Zoning: R2 w/Public Entity Use Proposed Use: New Library

Purpose of Application: (Please attach any additional information)

To Annex and re-zone the parcel.

Certification: Must be signed

OWNER CERTIFICATION OF COMPLETED APPLICATION

Signed: May Lu Degegn Date: 3/25/26

APPLICANT CERTIFICATION OF COMPLETED APPLICATION

I certify that the information and attachments I have submitted are true and correct to the best of my knowledge. In filing this application, I am acting with the knowledge and consent of the property owners. I understand that all materials and fees required by the Town of Kremmling must be submitted prior to having this application processed.

Signed: May Lu Degegn Date: 3/25/26

Applicant, please do not write below this line.

Fee(s) Paid:		Date:		Check #		Received By:	
-----------------	--	-------	--	---------	--	-----------------	--



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

Application Certification

Acknowledgement of responsibilities

Project Name: Grand County Library District Outright Exemption - Annexation and Rezoning

Applicant Name: Mary Ann Degginger

The undersigned applicant has requested a permit, approval, or license from the Town of Kremmling.

Applicant acknowledges the following responsibilities:

1. Applicant shall permit a true and correct application for any activity.
2. Applicant has had the opportunity to review the applicable provisions of the Kremmling Municipal Code, Rules, and Regulations related to the activity the applicant wishes to undertake.
3. Applicant will be responsible for properly locating and changes or improvements on the ground and will be responsible for any encroachments onto neighboring property.
4. Applicant is responsible for demonstrating authority to make an application. Applicant may be required to provide proof of authority, such as title insurance commitments, ownership and encumbrance reports, power of attorney, corporate resolutions delegation authority, contracts, leases, or other indicia or right of apply.
5. Applicant understands filing of an application does not in any way guarantee approval of the application, with or without conditions. The applicant undertakes the application and the risk of conditions of denial at applicant's sole cost and expense.
6. Unless otherwise provided, the applicant may not undertake any work, or commence any improvements, under the application unless and until such application is approved.
7. Applicant agrees to indemnify and hold harmless the Town, its officials, officers, employees, and agents or any acts undertaken by any of them with respect to this application.

Dated this 25 day of 3, 2026

Mary Ann Degginger
Applicant Signature

225 E. Aspen Ave, GRANBY, CO 80446
Applicant Address

970-887-9411
Applicant Phone Number

executivedirector@gcld.org
Applicant E-mail Address



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

Cost, Fee, and Expense Agreement

Acknowledgement of Responsibilities

Project Name: Grand County Library District Outright Exemption - Annexation and Rezoning

Applicant Name: (Print) Mary Ann Degginger

The undersigned applicant for the permit, approval, or license from the Town of Kremmling acknowledges responsibility for paying all fees imposed, and for any costs or expenses related to the application. These costs and fees include any publication fees, the cost of mailing any notices required by any provision of the Code, and for the Town's professional services, consultants, or review agencies, determined by the Town of Kremmling to be necessary to its evaluation of the application.

All application fees must be paid upon submittal of the application.

All costs and expenses must be paid upon an invoice sent by the Town to the applicant. Any invoices must be paid prior to the next formal decision by the Town. No decision or approval will be granted while any invoiced amounts are outstanding and unpaid.

Occasionally, outstanding amounts will not be invoiced to the applicant until after final action by the Town. Applicant agrees to pay any amounts invoiced after final action.

The obligation to pay fees, costs, and expenses shall survive withdrawal of an application, and shall survive denial of any application. If any fees, costs, and expenses are not timely paid, applicant agrees to pay cost of collection, including reasonable attorney fees and interest at twelve percent (12%) compounded monthly.

Dated this 25 day of 3, 2026

Mary Ann Degginger
Applicant Signature

225 E. Jasper Ave. Granby, CO 80446
Applicant Address

970 - 887-9411
Applicant Phone Number

executivedirector@gcld.org
Applicant E-mail Address

TOWN OF KREMMLING

PETITION FOR ANNEXATION

The Grand County Library District, by and through its Board of Trustees, the undersigned landowner, and owning 100% of all rights in the subject property, in accordance with Colorado Revised Statutes (C.R.S.) Title 31, Article 12, as amended, hereby petitions the Board of Trustees of the Town of Kremmling, Colorado, for annexation to the Town of Kremmling the unincorporated property, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Grand and the State of Colorado, and to be known as the Grand County Library District Annexation to the Town of Kremmling.

In support of said Petition, Petitioner states that:

1. It is desirable and necessary that the property described in Exhibit A be annexed into the Town of Kremmling.
2. The requirements of C.R.S. 31-12-104, as amended, exist or have been met in that:
 - a) Not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is or will be contiguous with the Town of Kremmling.
 - b) A community of interest exists between the property proposed to be annexed and the Town of Kremmling;
 - c) The property proposed to be annexed is urban or will be urbanized in the near future;
 - d) The property proposed to be annexed is integrated or is capable of being integrated with the Town of Kremmling.
3. The limitations of C.R.S. 31-12-105, as amended, exist or have been met. This Petition seeks to annex a single parcel under the sole ownership of the Petitioner, and:
 - a) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate has been or will be divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way.
 - b) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - c) No annexation proceedings have been commenced for any portion of the territory proposed to be annexed by another municipality.

d) The annexation will not result in the detachment of area from any school district and attachment to another unless accompanied by a resolution of the board of directors of the school district to which such area will be attached approving such annexation.

e) The annexation will not have the result of extending the boundary of the Town of Kremmling more than three miles in any direction from any point in any one year. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105(1)(e), C.R.S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the Town of Kremmling; and the proposed land uses for the area; such plan to be updated at least once annually.

f) No portion of a platted street or alley is proposed for annexation.

4. The territory proposed to be annexed is 3.504 acres in total area.

5. The petition requirements of C.R.S. 31-12-107, as amended, exist or have been met in that:

a) More than fifty percent (50%) of the landowners in the area owning more than fifty percent of the area, proposed to be annexed, exclusive of dedicated streets, alleys, and any land owned by the Town of Kremmling, have signed this petition and hereby petition for annexation of such territory.

b) The signatures of the petition compromise one hundred percent (100%) of the landowners of the area proposed to be annexed and said landowners agree that this negates the necessity of an annexation election.

c) Accompanying this petition are four (4) copies of an annexation map containing the following information:

i. A written legal description of the boundaries of the area proposed to be annexed.

ii. A map showing the boundary of the area proposed to be annexed.

iii. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks.

iv. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Kremmling and the contiguous boundary of any other municipality abutting the area proposed to be annexed.

5. No annexation impact report shall be prepared and filed by the Town of Kremmling with the Board of County Commissioners because one of the following conditions of C.R.S. 31-12-108.5, as amended, exists, namely that the annexation contains ten (10) acres or less.

6. Annexation Impact Report Requirements— omitted. See preceding paragraph.

7. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules and regulations of the Town of Kremmling, except for general property taxes of the Town of Kremmling, which shall become effective as of the January 1 next ensuing.

8. The petitioner agrees that said annexed land shall be brought under the provisions of Title 17 of the Kremmling Municipal Code within ninety (90) days after the effective date of the annexation ordinance. The zoning designation requested for the area proposed to be annexed is R2 – Public Property.

9. If required by the Town, an annexation agreement has been or will be executed by the petitioners and the Town of Kremmling relating to this annexation.

10. Petitioner has the right to withdraw its signature from this Petition.

WHEREFORE, the petitioner respectfully requests that the Town of Kremmling, acting through its Board of Trustees,

(1) determine that this Petition for Annexation meets the requirements of section 30(1)(b) of article II of the state constitution and C.R.S. 31-12-111 and that the requirements of C.R.S. sections 31-12-104 and 31-12-105 have been met, and that an election is not required under C.R.S. section 31-12-107(2), and not determine that additional terms and conditions are to be imposed, and proceed to annex the area proposed by ordinance; and

(2) issue a resolution finding substantial compliance with the requirements of a petition for annexation; and

(3) pursuant to C.R.S. 31-12-108, set a hearing and direct issuance of notice; and

(4) conducting such hearing and determining that the real property shall be annexed to the Town of Kremmling.

Respectfully submitted this 30th day of April, 2026.

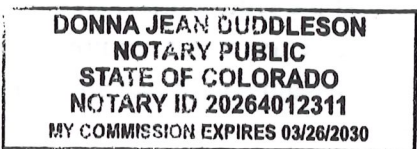
Mary Lou Degginger Executive Director
Grand County Library District

(Either Board President in capacity as President or, with proof of Board authorization, an agent of the District. November 18, 2025 Board of Trustee meeting minutes attached as Appendix B authorizing the Executive Director to sign on behalf of the district.)

STATE OF COLORADO |
COUNTY OF GRAND |

The foregoing Petition was sworn or affirmed before me
this 30th day of April, 2026 by Mary Lou Degginger.

Seal



Donna Jean Buddleson
Notary Public
Address:

Appendix A

Legal Description

Grand County Library District Outright Exemption as recorded at Reception #: 2026001512

Appendix B

Grand County Library District Board of Trustees meeting minutes dated November 18, 2025.

AFFIDAVIT OF CIRCULATOR

The undersigned Circulator of the foregoing Petition for Annexation swears or affirms that the signature of Mary Ann Dagginger on the above Petition is the signature of the person whose name it purports to be.

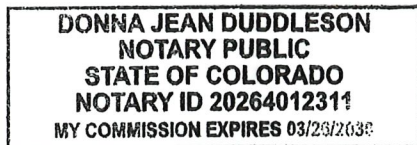
M. P. Davis
Circulator of Petition

STATE OF COLORADO |

COUNTY OF GRAND |

The foregoing Affidavit was sworn or affirmed before me
this 30th day of April, 2026 by Marcus P Davis.

Seal



Donna Jean Duddleson
Notary Public
Address:

Grand County Libraries: linking people to boundless opportunities

GRAND COUNTY LIBRARY DISTRICT

BOARD OF TRUSTEES

Regular Meeting, November 18, 2025

5:30 PM

Location: Granby Library or Zoom

Meeting ID: 863 4751 3182

Passcode: gMNz7j

MINUTES

Trustees: Jeremy Krones, Jen Goertz, Alan Walker, Erika Cohen, Jennifer Tibbetts

Staff: Mary Ann Degginger, Tara Thompson, Chris Newell, Sue Luton

Public: Anne Haggard Gibson, Miriam Roskam, Marcus Davis, Cindy Schinzel Hald, Emily Pedersen, Jeanette McQuade

5:30 p.m.

- I. Call to Order and Consideration of Trustee Absences
Meeting called to order by Jeremy Krones at 5:30 p.m.
Excused absences - Darcy Schlichting, Laura Jones.
- II. Amendments to the Agenda
None
- III. Approval of the Agenda
Motion to approve the agenda as presented.
Alan Walker motion; Jen Goertz 2nd
Approved

5:40 p.m.

- IV. Consent Agenda:
 - A. October Regular Meeting Board Minutes
 - B. Correspondence
 - C. September Bank Reconciliation & October Bank Reconciliation
 - D. October Budget to Actual and Balance Sheet*Motion to approve the consent agenda as presented.*
Erika Cohen motion; Jennifer Tibbetts 2nd
Approved

5:45 p.m.

- V. Reports
 - A. Friends of the Grand County Library, Inc.
No report.
 - B. Grand County Library Foundation
Colorado Gives is up and running. We have received two donations totaling \$275. The Foundation will meet in December before the Board meeting.
 - C. Public Comment
Marcus Davis, director of Facilities, introduced himself and spoke about his experiences and readiness for the position.

5:55 p.m.

- VI. Public Hearing
 - A. Public Hearing for the Proposed 2026 Budget

Open 5:37 p.m.
No public comment.
Closed 5:38 p.m.

6:05 p.m.

VII. Business Items

A. Review by Executive Director of October GCLD Department Highlights & Statistics

Staffing updates given for current openings - facilities director, facilities associate, and library clerk at Juniper Library. Update on Kremmling Library project was shared. Some staff members participated in the Granby Elementary School High Five program. A Wicked Good Time was a huge success on Halloween – thanks to teens and staff who participated. Statistic highlights for October – the Access Grand program saved patrons \$68,648 with 1,100 passes reserved. All That Glitters in Kremmling is underutilized – please encourage friends and family to give it a try. KFFR spot for Colorado Gives Day was recorded for the Foundation.

B. Meeting Calendar

1. Evaluations

a) Board Self-Evaluation

- Results to be presented at the December meeting
- Goals to be determined at the January meeting

b) December 9 (Annual Meeting) at Granby Library

- Approve 2026 Budget
- Board Self-Evaluation
- Officer Election
- Foundation Meeting – 5 p.m.

C. Proposed 2026 GCLD Board of Trustees Regular Meeting Schedule

Degginger reviewed the draft schedule for meetings. Workshop dates have been added for the Strategic Planning process.

Motion to approve the amended 2026 GCLD Board of Trustees Regular meeting schedule with the date change for September 15.

Jennifer Tibbetts motion; Erika Cohen 2nd

Approved

D. Proposed 2026 Closures for Holidays & Staff Training

Degginger summarized the closures being recommended.

Motion to approve the proposed 2026 Closures for Holidays & Staff Training.

Jen Goertz motion; Erika Cohen 2nd

Approved

E. Proposed 2026 Pay Grade Scale and Compensation Philosophy

Thompson provided a summary of the JACT committee work as well as the philosophy of the work done by the group. The goal of the work was to develop a relevant and sustainable pay grade scale that would last for at least three years. The committee would like to ask Trustees to adopt an updated compensation philosophy based on the work completed by the committee. The new proposed statement was shared and discussed. The new proposed pay scale was shared and compared to the current scale. Market matches were difficult to find for many of our unique positions this year. Living wage for Grand County was taken into

was discussion about the benefits of the new pay grade scale regarding recruiting and retaining employees. The goal is to have a world-class library system. Finance committee members support the work of JACT as well as the proposed philosophy and pay grade scale. Projected implementation – January 1, 2026.

Motion to approve the proposed Compensation Philosophy as presented.

Alan Walker motion; Jennifer Tibbetts 2nd

Approved

Motion to approve the proposed 2026 Pay Grade Scale as presented.

Jen Goertz motion; Erika Cohen 2nd

Approved

E. Interviews for GCLD Board of Trustees Member-at-Large

Trustees took turns asking candidates questions. Anne Haggard Gibson was interviewed first. Miriam Roskam was interviewed second. Trustees discussed both candidates and the strengths they would bring to the group. It was recommended that Miriam be the nominee for the position while considering Ann for another volunteer role with the organization in some capacity. There was some discussion regarding having a conversation with the candidate regarding GCLD's conflict of interest policy prior to taking a vote.

Motion to recommend Miriam Roskam to the BOCC for the position of GCLD Board of Trustee to begin in January, 2026.

Alan Walker motion; Jen Goertz 2nd

Approved

F. Proposed Slate of Officers

Recommendation for GCLD Board of Trustees Officers for the term of January 1, 2026 – December 31, 2027.

Krones reviewed the current slate of officers. The Board Secretary position will be opening with Schlichting's resignation. There was discussion about the positions and terms in question. Erika Cohen offered to fill the Secretary position.

Remaining officers are interested in keeping their current elected positions. Voting on the slate of officers will take place in December.

VIII. Executive Session

A. 24-6-402(4)(a) C.R.S. Concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest

Motion to enter Executive Session pursuant to C.R.S. 24-6-402(4)(a) concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property for the Kremmling Library and pursuant to 24-6-402(4) (f) C.R.S. concerning a personnel matter regarding the annual evaluation of the Executive Director, Mary Ann Degginger.

Jeremy Krones motion; Jennifer Tibbetts 2nd

Approved

B. 24-6-402(4) (f) C.R.S. Personnel matter regarding the annual evaluation of the Executive Director

Entered Executive Session at 7:50 p.m.

Exited Executive Session at 8:19 p.m.

7:55 p.m.

IX. Action Items

A. Land Purchase Authorization

Motion to approve the purchase of the 3.5-acre parcel of land located at the NE corner of Jackson Ave. & 12th St. Kremmling as outlined in the purchase

contract, and authorize the Executive Director to execute all documents necessary to complete the transaction, including subdividing, annexing, and bringing utilities to the property as specified in the agreement.

Jen Goertz motion; Erika Cohen 2nd

Approved

B. Executive Director annual evaluation

Motion to commend the executive director on positive 6-month review and recommend pay increase to \$126,000 based on the newly approved grade scale effect January 1, 2026.

Jeremy Krones motion; Erika Cohen 2nd

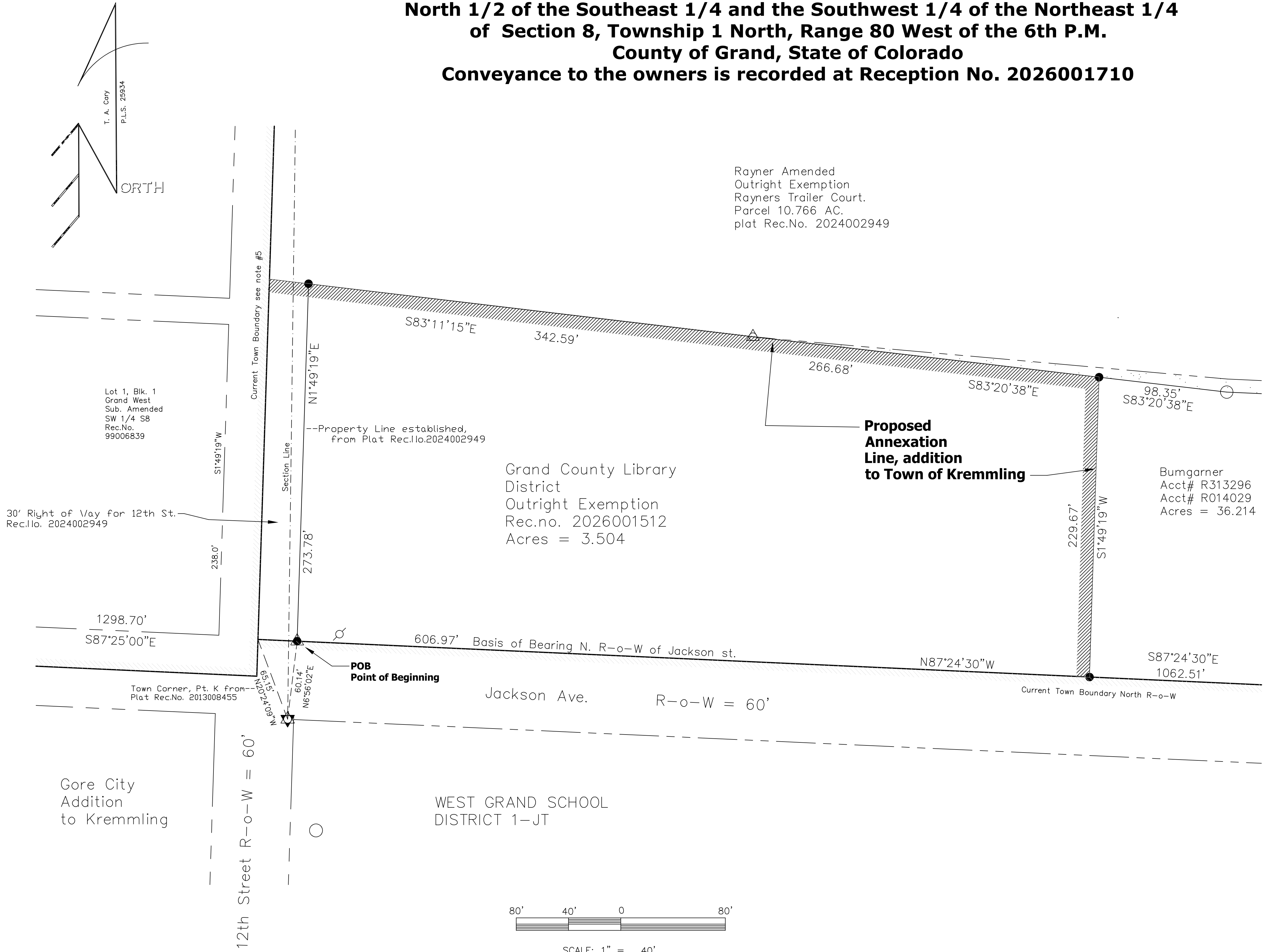
Approved

8:22 p.m.

X. Adjournment

Meeting adjourned at 8:22 p.m.

ANNEXATION MAP
Grand County Library District Annexation
North 1/2 of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4
of Section 8, Township 1 North, Range 80 West of the 6th P.M.
County of Grand, State of Colorado
Conveyance to the owners is recorded at Reception No. 2026001710



PLAT NOTES:

1. DATE OF SURVEY: September 2025 THRU November 2025
2. Basis of Bearings is based upon the North R-o-W line of Jackson St., Bears N 83°20' 38" W.
3. This Grand County Library District Annexation Map, into the town of Kremmling, as described in Annexation Map Standards 14.04.050
4. The annexation is subject to an annexation agreement which has been recorded in the real property records of Grand County.
5. Town Boundary per Amended Final Plat Grand West Subdivision Rec.no. 99006839.

On PDF drawing, scale may be distorted
Scaled original drawing = 24" x 36"
any other printed size will not match

LEGEND:
☆- 1/16th cor. 3" AL.cap in range box
△- Fnd. #4 rbar, Pnk.Plas.cap, W.Ward
○- Sanitary Sewer Manhole
●- Set PK nail / Washer Survey Point
▲- Set #5 rbar, 2"AL.cap 25934
●- Set #4 rbar, Pnk.plas.cap, T A Cary 25934

Land Surveyor's Certificate:

I, Thomas Arthur Cary, a duly licensed professional land surveyor in the State of Colorado, does hereby certify that this plat and survey of Grand County Library District Annexation truly and correctly represents the results of a survey made by me or under my direction, and that said plat complies with the requirements of Title 38, Article 51, Colorado Revised Statutes, 1973, and that the monuments required by said statute and by the Grand County Outright Exemption Regulations have been placed on the ground

Dated this 23rd day of February, 2026.

Colorado registration number: 25934
(expires Oct. 2027)



LEGAL DESCRIPTION

A tract of land in the N1/2 of the SE1/4 and SW1/4 of the NE1/4, all in Section 8, Township 1 North, Range 80 West of the 6th P.M., and more particularly described as follows:

Beginning at the intersection of the North R-o-W of Jackson Ave. and the East R-o-W of 12th St., Kremmling, CO, from whence the S 1/16 of Section 8 bears S6°56'02"W a distance of 60.14 feet; Thence N1°49'19"E along the East R-o-W of 12th St., a distance of 273.78 feet, to the South line of Rayner Amended Outright Exemption plat Rec.no. 2024002949; Thence S83°11'15"E, along said South line, a distance of 342.59 feet; Thence S83°20'38"E, continuing along said South line, a distance of 266.68 feet; Thence S1°49'19"W a distance of 229.67 feet to the North R-o-W line of Jackson Ave.; Thence N87°24'30"W, along said R-o-W, a distance of 606.97 feet; to the point of beginning, containing 3.504 Acres ±

Owner Certificate

The undersigned does hereby cause the above described tract of land to be annexed to the Town of Kremmling under the name of the Grand County Library District Annexation.

OWNER:

Grand County Library District: President

STATE OF COLORADO)
COUNTY OF GRAND) ss

The foregoing instruments were acknowledged before me
this day of , 20 ,
by Grand County Library District: President.

Witness my hand and official seal.

Notary Public

My commission expires: .

TOWN BOARD OF TRUSTEES APPROVAL:

This is to certify that Grand County Library District Annexation was approved by Ordinance No. ??? on the 25th day of March 2026 , and that the Mayor of the Town of Kremmling on behalf of the Town of Kremmling hereby acknowledges said annexation upon which this certificate for all purposes indicated hereon.

????????????, Mayor

Witness my hand and seal of the town of Kremmling.

ATTEST:

Joanna Eaton, Town Clerk

COUNTY CLERK AND RECORDER:

This map was filed for record in the office of the Clerk and Recorder at O'clock M., 20 , and is duly recorded in Book , at Page No. , or at Reception No. .

Clerk and Recorder
County of Grand
State of Colorado

By

Deputy

Cary Enterprise-D
Thomas A. Cary
305 GCR 1933
PO Box 122
Kremmling, Colorado 80459
1.970.724.2912 / 970.509.0185

Field Work: 1 November 2025
Drawing: 14 November 2025
Rev:
MSCAD 2024 Sheet 1 of 1
PLS 25934 Scale 1" = 40'
Loosehorse56@gmail.com

**TOWN OF KREMMLING
RESOLUTION NO. 2026-05-0__**

**A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE OF A PETITION BY THE
GRAND COUNTY LIBRARY DISTRICT FOR ANNEXATION TO THE TOWN OF
KREMMLING OF A PARCEL KNOWN AS GRAND COUNTY LIBRARY DISTRICT
OUTRIGHT EXEMPTION AND SETTING A PUBLIC HEARING**

WHEREAS, a Petition for Annexation of certain property known as the Grand County Library District Outright Exemption to the Town of Kremmling, has been filed with the Town Clerk, and referred to the Board of Trustees for a determination of substantial compliance with applicable law; and

WHEREAS, the Board of Trustees wishes to permit simultaneous consideration of the subject property for annexation and zoning, as requested in the Petition; and

WHEREAS, the Board of Trustees has reviewed the Petition and desires to adopt by resolution its findings in regard to the Petition.

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

Section 1. The Petition, the legal description for which is the Grand County Library District Outright Exemption, according to the Plat thereof filed in the records of the Grand County Clerk and Recorder's Office on March 12, 2026 at Reception Number 2026001512, is hereby determined to be in substantial compliance with the applicable laws of the State of Colorado.

Section 2. No election is required under C.R.S. § 31-12-107(2).

Section 3. No additional terms and conditions are to be imposed except any provided for in the petitions.

Section 4. The Board of Trustees shall hold a public hearing on the proposed annexation to determine if the proposed annexation complies with Sections 31-12-104 and 3112-105, Colorado Revised Statutes, and will hold a public hearing to determine the appropriate zoning of the subject property, if requested in the petition at on **July 15, 2026** at 6:00 o'clock p.m. or as soon thereafter as the matter may be heard, at the Kremmling Area Chamber of Commerce, 203 Park Avenue, Kremmling, Colorado.

Section 5. Any person may appear at such hearing and present evidence relative to the proposed annexation, or the proposed zoning if requested in the petitions.

Section 6. Upon completion of the hearing, the Board of Trustees will set forth, by resolution, its findings and conclusions with reference to the eligibility of the proposed annexation, and whether the statutory requirements for the proposed annexation have been met, and further, will determine the appropriate zoning of the subject property if requested in the petitions.

Section 7. If the Board of Trustees concludes, by resolution, that all statutory requirements have been met and that the proposed annexation is proper under the laws of the State of Colorado, the Board of Trustees may pass one or more ordinances annexing the subject property to the Town of Kremmling, and will pass one or more ordinances zoning the subject property if requested in the petitions.

**ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING
UPON MOTION DULY MADE, SECONDED AND PASSED, THE 20th DAY OF MAY,
2026.**

TOWN OF KREMMLING

By: Original Signed by Mayor
Wes Howell, Mayor

ATTEST:

Original Attested by Town Clerk
Teagan Serres, Town Clerk



Customer Distribution



Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **ABS60020781-8**

Date: **03/16/2026**

Property Address: **TBD JACKSON AVE, KREMMLING, CO 80459**

For Closing Assistance

Kari Moe
78336 US HIGHWAY 40, SUITE
B3
WINTER PARK, CO 80482
PO BOX 929
(970) 363-5025 (Work)
(303) 967-2467 (Inc. Fax)
(303) 967-2467 (Work Fax)
kmoe@ltgc.com
Contact License: CO690709
Company License: CO44565

For Title Assistance

George Rietsch
5975 GREENWOOD PLAZA
BLVD
GREENWOOD VILLAGE, CO
80111
(303) 850-4151 (Work)
grietsch@ltgc.com
Company License: CO44565

Buyer/Borrower

GRAND COUNTY LIBRARY DISTRICT
Attention: MARY ANN DEGGINGER, EXECUTIVE
DIRECTOR
Delivered via: Electronic Mail

Agent for Buyer

KELLER WILLIAMS TOP OF THE ROCKIES REAL
ESTATE
Attention: CARRIE GEORGE
P.O. BOX 1627
KREMMLING, CO 80459
(970) 485-2520 (Cell)
(970) 724-3338 (Work)
(970) 724-3555 (Work Fax)
carrie@kwgrandcounty.com
alyssa@aceofspadestc.com
Delivered via: Electronic Mail

Seller/Owner

GARY W. BUMGARNER
Delivered via: Delivered by Realtor

Agent for Seller

COLDWELL BANKER ELEVATED REALTY
Attention: AMBER LEMON
107 SOUTH 6TH STREET
KREMMLING, CO 80459
(970) 531-2149 (Cell)
(970) 724-6033 (Work)
amber@amberlemon.com
Delivered via: Electronic Mail

Seller/Owner

JENNIFER L. BUMGARNER

Delivered via: Delivered by Realtor

1031 Exchange Seller

1031 EXCHANGE EXPERTS', LLC

Attention: BRIDGET BLEVINS

P.O. BOX 370024

DENVER, CO 80237

(479) 373-3898 (Cell)

(303) 531-5777 (Cell)

(866) 694-0204 (Work)

(303) 694-0204 (Work)

(303) 694-0205 (Work Fax)

bridget@expert1031.com

Jeri@expert1031.com

Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: ABS60020781-8

Date: 03/16/2026

Property Address: TBD JACKSON AVE, KREMMLING, CO 80459

Seller(s): GARY W. BUMGARNER AND JENNIFER L. BUMGARNER

Buyer(s): GRAND COUNTY LIBRARY DISTRICT

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit ltgc.com to learn more about Land Title.

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 07-01-21	\$1,960.00
Deletion of Standard Exception(s)	\$100.00
TBD - TBD Income	\$-300.00
Tax Certificate X2	\$54.00
TOTAL	\$1,814.00

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

Chain of Title Documents:

[Grand county recorded 03/12/2026 under reception no. 2026001513](#)

[Grand county recorded 04/15/2022 under reception no. 2022-003266](#)

[Grand county recorded 09/30/2013 under reception no. 2013-008457](#)

Plat Map(s):

[Grand county recorded 03/12/2026 under reception no. 2026001512](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABS60020781-8

Property Address:

TBD JACKSON AVE, KREMMLING, CO 80459

1. Commitment Date:

03/06/2026 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 07-01-21

\$550,000.00

Proposed Insured:

GRAND COUNTY LIBRARY DISTRICT

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

GARY W. BUMGARNER AND JENNIFER L. BUMGARNER

5. The Land is described as follows:

GRAND COUNTY LIBRARY DISTRICT OUTRIGHT EXEMPTION,
ACCORDING TO THE PLAT THEREOF FILED,
RECORDED MARCH 12, 2026, UNDER RECEPTION NO. [2026001512](#),
COUNTY OF GRAND, STATE OF COLORADO.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABS60020781-8

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. (THIS ITEM WAS INTENTIONALLY DELETED)

(THIS ITEM WAS INTENTIONALLY DELETED)

2. (THIS ITEM WAS INTENTIONALLY DELETED)

3. (THIS ITEM WAS INTENTIONALLY DELETED)

4. (THIS ITEM WAS INTENTIONALLY DELETED)

5. WARRANTY DEED FROM GARY W. BUMGARNER AND JENNIFER L. BUMGARNER TO GRAND COUNTY LIBRARY DISTRICT CONVEYING SUBJECT PROPERTY.

NOTE: THE MINUTES: 7:55 PM IX ACTION ITEMS FOR GRAND COUNTY LIBRARY DISTRICT DISCLOSES MARY ANN DEGGINGER AS THE EXECUTIVE DIRECTOR AUTHORIZED TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

(THIS ITEM WAS INTENTIONALLY DELETED)

(THIS ITEM WAS INTENTIONALLY DELETED)

(THIS ITEM WAS INTENTIONALLY DELETED)

(THIS ITEM WAS INTENTIONALLY DELETED)

6. (THIS ITEM WAS INTENTIONALLY DELETED)

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM 4 OF THE PRE-PRINTED EXCEPTIONS, WILL BE AMENDED TO READ:

ITEM 4 OF THE PRE-PRINTED EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF GARY W. BUMGARNER AND JENNIFER L. BUMGARNER.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF GRAND COUNTY LIBRARY DISTRICT.

C. ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

D. UPON PROOF OF PAYMENT OF 2025 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2026 AND SUBSEQUENT YEARS.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: ABS60020781-8

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

8. RIGHT OF A PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT SUBJECT PROPERTY, AS RESERVED BY UNITED STATES PATENT RECORDED JANUARY 12, 1892 IN BOOK 13 AT PAGE [279](#).
9. RIGHT OF WAY FOR DITCHES AND CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED BY UNITED STATES PATENT RECORDED NOVEMBER 25, 1912, IN BOOK 52 AT PAGE [61](#).
10. ALL THE COAL, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME, AS RESERVED BY THE UNITED STATES PATENT RECORDED NOVEMBER 25, 1912 IN BOOK 52 AT PAGE [61](#), AND ANY POSSESSORY RIGHTS CREATED BY THE LOCATIONS OF CLAIMS THEREFORE.
11. EASEMENT AND RIGHT OF WAY GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY BY INSTRUMENT RECORDED JULY 11, 1932 IN BOOK 81 AT PAGE [263](#).
12. ONE HALF INTEREST IN ALL OIL AND OTHER MINERAL RIGHTS, AS RESERVED BY HAYES B. ACKARD AND WILLIAM C. ACKARD IN DEED TO WILLIAM E. RAYNER AND ANNA L. RAYNER RECORDED OCTOBER 10, 1953 IN BOOK 106 AT PAGE [407](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN
13. RIGHT OF WAY GRANTED MOUNTAIN PARKS ELECTRIC, INC. BY INSTRUMENT RECORDED OCTOBER 27, 1970 IN BOOK 174 AT PAGE [215](#).
14. TERMS, PROVISIONS, CONDITIONS AND OBLIGATIONS OF RESOLUTION 1973-10-7 RECORDED FEBRUARY 14, 1974 IN BOOK 205 AT PAGE [65](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: ABS60020781-8

15. EASEMENT AND RIGHT OF WAY GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO BY INSTRUMENTS RECORDED SEPTEMBER 3, 1971 IN BOOK 180 AT PAGES [273](#) AND [278](#) AND OCTOBER 29, 1974 IN BOOK 212 AT PAGE [240](#).
16. EASEMENT AND RIGHT OF WAY GRANTED TO KREMMLING SANITATION DISTRICT BY INSTRUMENT RECORDED AUGUST 13, 1998 AT RECEPTION NO. [98008678](#).
17. TERMS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS OF AGREEMENTS BY AND BETWEEN KREMMLING SANITATION DISTRICT, RAYNER LAND, INC. AND RAYNER RANCH PARTNERS RECORDED AUGUST 13, 1998 AT RECEPTION NO. [98008679](#) AND AT RECEPTION NO. [98008680](#).
18. TERMS, PROVISIONS, CONDITIONS AND OBLIGATIONS OF COOPERATIVE AGREEMENT FOR DAMAGE PREVENTION FENCING BY AND BETWEEN RAYNER LAND, INC. AND STATE OF COLORADO, DIVISION OF WILDLIFE, ACTING BY AND THROUGH THE DEPARTMENT OF NATURAL RESOURCES RECORDED DECEMBER 29, 1997 AT RECEPTION NO. [97011652](#).
19. EASEMENT AND RIGHT OF WAY GRANTED TO KREMMLING SANITATION DISTRICT BY INSTRUMENT RECORDED SEPTEMBER 16, 1998 AT RECEPTION NO. [98009933](#).
20. AN EASEMENT FOR BURIED POWER GIVEN IN QUITCLAIM DEED FROM WEST WINGS, LLC TO RAYNER LAND, INC. RECORDED JANUARY 4, 2000 AT RECEPTION NO. [2000-000062](#).
21. NORTH INTERCEPTOR SEWER MAIN LINE RECORDED NOVEMBER 9, 2001 UNDER RECEPTION NO. [2001-011311](#)
22. RIGHT OF WAY EASEMENT GRANTED TO MOUNTAIN PARKS ELECTRIC, INC., BY INSTRUMENT RECORDED FEBRUARY 14, 2012 UNDER RECEPTION NO. [2012-001130](#).
23. RIGHT OF WAY EASEMENT GRANTED TO MOUNTAIN PARKS ELECTRIC, INC., UNDER INSTRUMENT RECORDED FEBRUARY 24, 2012 UNDER RECEPTION NO. [2012-001473](#).
24. RESERVATION OF EASEMENT RECORDED SEPTEMBER 30, 2013 UNDER RECEPTION NO. [2013-008458](#)
25. SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT RECORDED MARCH 15, 2015 UNDER RECEPTION NO. [2015-001856](#).
26. EASEMENTS, CONDITIONS, FENCELINES, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RAYNER OUTRIGHT EXEMPTION RECORDED SEPTEMBER 30, 2013 UNDER RECEPTION NO. [2013-008455](#) AND RAYNER AMENDED OUTRIGHT EXEMPTION RECORDED MAY 14, 2024 UNDER RECEPTION NO. [2024-002949](#).
27. MEMORANDUM OF ELECTRIC EASEMENT UTILIZATION FOR BROADBAND RECORDED JUNE 20, 2025 UNDER RECEPTION NO. [2025-004849](#).
28. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS, AND NOTES ON THE PLAT OF GRAND COUNTY LIBRARY DISTRICT OUTRIGHT EXEMPTION RECORDED MARCH 12, 2026, UNDER RECEPTION NO. [2026001512](#).
29. (THIS ITEM WAS INTENTIONALLY DELETED)
30. (THIS ITEM WAS INTENTIONALLY DELETED)
31. (THIS ITEM WAS INTENTIONALLY DELETED)
32. EXISTING LEASES AND TENANCIES, IF ANY.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: ABS60020781-8

33. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON IMPROVEMENT LOCATION CERTIFICATE CERTIFIED MARCH 11, 2026 PREPARED BY THOMAS A. CARY, JOB #GRAND COUNTY LIBRARY DISTRICT OUTRIGHT EXEMPTION

SAID DOCUMENT STORED AS OUR IMAGE [80786647](#)

A: FENCE IS NOT COINCIDENT WITH THE PROPERTY LINES.

B: RIGHTS FOR THE USE AND MAINTENANCE OF THE DRAIN DITCH OVER THE WESTERLY PORTION OF THE LAND WITHOUT THE BENEFIT OF A RECORDED AGREEMENT OR EASEMENT



ALTA Commitment For Title Insurance issued by Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of insurance and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (b) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (c) "Land": The land described in item 5 of Schedule A and affixed improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (d) "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- (e) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (f) "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- (g) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (h) "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- (i) "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- (j) "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company is not liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

- (d) The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5(a) or the Proposed Amount of Insurance.
- (e) The Company is not liable for the content of the Transaction Identification Data, if any.
- (f) The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT. CHOICE OF LAW AND CHOICE OF FORUM

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- (c) This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

C B Rants

Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By *C Monroe* President

Attest *Kurt Lewis* Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Land Title Guarantee Company Disclosure Statements

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate

and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



Joint Notice of Privacy Policy of Land Title Guarantee Company Land Title Insurance Corporation and Old Republic National Title Insurance Company

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy

policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



GROUND ENGINEERING

March 3, 2026

Subject: Proposed Scope of Professional Services, Geotechnical Evaluation, **New Library**, Kremmling, Colorado.

Proposal Number 2603-0450

Marcus Davis
Grand County Library District
225 East Jasper Avenue
Granby, Colorado 80446

Dear Mr. Davis:

GROUND Engineering Consultants, Inc. (GROUND) is pleased to submit a proposal to conduct a geotechnical evaluation in support of the proposed library building planned for construction at a parcel of land (*Grand County Library District Outright Exemption – 3.5 ac*) located northeast of the intersection of Jackson Avenue and 12th Street in Kremmling, Colorado. Based on correspondence with the client and provided information¹, we understand a new library building, approximately 8,000 square feet in footprint area, is planned for construction. The proposed building type and specific location have not yet been defined. Additionally, new paved parking areas, paved entrances/exits, landscaping, and underground utilities are also anticipated. We assume no below-grade levels are planned for construction.

Based on provided information and our experience with similar projects, we propose the following:

Geotechnical Evaluation Components

- Drill five (5) test holes to evaluate the subsurface profile and to obtain earth material samples for laboratory testing. The test holes will be drilled at locations to be determined in the field by GROUND. Three (3) test holes will be drilled within the proposed approximate building footprint and two (2) test holes will be drilled within the proposed private pavement areas. Final depths of the test holes will be determined in the field as exploration progresses and as the subsurface profile becomes evident. We anticipate the foundation test hole depths to be approximately 20 to 40 feet below existing grades and the pavement test hole depths to be approximately 5 to 10 feet below existing grades. The test holes will be drilled to the target depths or practical auger refusal, whichever occurs first.
- Conduct a laboratory testing program to evaluate relevant engineering characteristics of the materials at the site.

¹ Marcus Davis. Geotech Report for New Library in Kremmling CO. Emails dated 3/2/2026

**New Library
Kremmling, Colorado**

- Analyze the results of the field and laboratory studies to develop geotechnical parameters regarding structure foundation and floor systems, site grading/earthwork operations, excavation conditions, lateral earth pressures, site utility installation, water-soluble sulfate content, soil corrosivity, and pavement sections (private). Public pavement sections will not be addressed.

Retaining wall parameters and design services are not included in this scope of service at this time because GROUND is not aware of such structures. If retaining wall structures are planned for construction, GROUND should be contacted to reevaluate this proposal.

- Prepare a report summarizing the data obtained and presenting our conclusions and parameters. An electronic copy (PDF format) of the report will be provided. Hard/paper copies are available upon request. Field work, data analysis and report preparation will be conducted under the supervision of a Colorado-licensed professional engineer.

Fees

Based on the proposed scope of services outlined above, we propose a lump sum fee of **\$11,200** to complete the geotechnical evaluation. This fee assumes normal work day (Monday to Friday – 7 a.m. to 6 p.m.) operations. Additional fees may apply for night, weekend, and/or holiday work.

Considerations/Exclusions

- We assume that the site will be accessible to a conventional, truck-mounted drilling rig. Our scope does not include snow removal, construction of access routes or drilling pads, fence removal, or any other measures necessary to obtain physical access to the test hole locations.
- Client will furnish right-of-entry for GROUND and GROUND's Subconsultants/Subcontractors to make borings, surveys and/or conduct other surface or subsurface explorations.
- GROUND and its Subconsultants/Subcontractors will take reasonable precautions to reduce damage to property. Some damage to landscaping, pavements, etc., is inherent to geotechnical drilling and should be expected by the client/owner. GROUND will backfill the test holes with auger returns, patch paved areas with cold patch asphalt or grout and generally leave the site reasonably restored. Additional site repairs including, but not limited to, more extensive site clean-up, restoring ruts/damage in landscaped areas, repairing broken irrigation systems, replacing cracked curbs or flatwork, more elaborate pavement repairs, etc., are outside of our scope of services.
- GROUND will notify public utilities through the Utility Notification Center of Colorado (UNCC / Colorado 811). GROUND will not be liable for damage to any private utilities as a result of exploration; the utility owner must identify or otherwise locate these utilities. By entering into an agreement with GROUND, the client accepts this limitation and will either

**New Library
Kremmling, Colorado**

coordinate this utility identification and/or provide information to GROUND regarding the location(s) of on-site utilities. We have assumed that the client will notify the property owner(s) within 48 hours of proposal execution.

- We have assumed the test hole locations and elevations will be surveyed by others on the project team, if necessary. GROUND can provide a cost estimate for surveying upon request. As part of this proposed scope of services, GROUND intends to utilize the provided site plan indicating existing features, Google Earth/Map imagery, and a hand-held GPS to determine the location of the test holes.
- Evaluation/identification of hazardous/contaminated materials that may be present, is not included in GROUND's scope of services, unless otherwise indicated. The client/owner must inform GROUND to the presence of hazardous/contaminated materials, known to them prior to performance of any subsurface exploration.
- Our scope does not include fees associated with obtaining permits to complete our field services or to respond to municipal or other agency review of our report.
- Groundwater level observations will be performed during drilling operations; test holes will be backfilled upon drilling completion per Code of Colorado Regulations (2 CCR 402-2). In the event the client desires additional/repeated groundwater level observations, GROUND must be notified prior to proposal/agreement execution so that necessary revisions to the scope and fee can be made.
- A contractor who relies upon GROUND's reporting for development of their scope of work or cost estimates may find the geotechnical information to be inadequate for their purposes or find the geotechnical conditions described to be at variance with their experience in the greater project area. The contractor is responsible for obtaining the additional geotechnical information that is necessary to develop their work scope and cost estimates with appropriate precision.
- The proposed scope and fee, presented herein, should be reviewed (and modified if necessary), once project details have evolved and a site plan has been developed and provided to GROUND.

Schedule

We propose to initiate the evaluation (public utility locates, scheduling drilling, etc.) within 3 days of being given notice to proceed (i.e., receipt of a signed copy of this proposal). We anticipate that preliminary subsurface information will be available upon request approximately 2 to 4 weeks after drilling completion, and that the report should be completed approximately 4 to 6 weeks after drilling completion. GROUND will attempt to adhere to this schedule; however, this remains dependent upon favorable weather conditions, subcontractor availability, site access, and buried

New Library
Kremmling, Colorado

utility locations, and therefore cannot be guaranteed. In any event, we will notify you of our progress and pertinent information, as it becomes available.

Authorization

Please review the *General Conditions* within this proposal, which contain a limitation of GROUND's liability. Also note that GROUND reserves the right to alter the scope items if deemed necessary and withhold data and reports until we have received a signed proposal.

If you have any questions, concerns, or comments regarding this proposal, please contact this office. If this proposal meets with your approval, please return a signed copy to this office at which time we will sign and return an executed copy to you. This proposal is valid for 30 days. If GROUND is requested to commence work before this proposal is signed, this proposal along with the attached *General Conditions* will constitute the terms of our contract.

We appreciate this opportunity to work with you on this project.

Sincerely,

GROUND Engineering Consultants, Inc.

Jason A. Smith, REM, P.E.

Agreed to this 9th day of March, 2026

Grand County Library District by: Mary Ann Degginger

Mary Ann Degginger
Please print name

GROUND Engineering Consultants, Inc. by: B J K

Brian J. Knecht
Please print name

GROUND ENGINEERING

FEE SCHEDULE – ENGINEERING SERVICES

All engineering services require a project-specific proposal.

FIELD INVESTIGATION

Truck Mounted Drill Rig with 2-Man Crew	
• Solid Stem Auger (hourly)	\$240
• Hollow Stem Auger (hourly)	\$260
• Wireline Coring	\$285
• ODEX, Rotary Drilling	\$265
Track Mounted, All-Terrain, Limited Access Drill Rigs, and Drill Rig Support Equipment	Quote
Water Truck, Support Truck (daily)	\$340 - \$500
Excavator / Backhoe / Hydro-Vac	Quote
Standby Time	Hourly Rate

ENGINEERING

Principal Engineer	\$235
Senior Project Manager, Engineer, Geologist	\$200
Project Engineer, Geologist	\$160
Project Manager	\$130
Field / Staff Engineer, Geologist	\$120
CAD Technician	\$90
Special Consultation/Expert Testimony, and Court Appearance	Quote
Mobilization	Quote
Per Diem / M & IE	GSA Rates

MISCELLANEOUS

Equipment Rental	Cost + 20%	Environmental Drilling, Sampling, Analysis	Quote
Outside Laboratory Services	Quote	Personal Protective Equipment (PPE)	Quote
Out-of-Town Living Expenses, Commercial Travel Costs, etc.	Quote	Geotechnical Instrumentation, Vibration Monitoring, Thermal Conductivity, and Resistivity	Quote
Pile Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Falling Weight Deflectometer	Quote	Retaining Wall Design, Shoring Design, Seepage Analysis, Slope Stability Analysis, and Crane Pad Analysis	Quote

LABORATORY TESTING

Natural Density and Moisture Content	\$20	Permeability	
Atterberg Limit (Single Point)	\$85	• Falling or Constant Head, 2-4" Diameter	\$325
Specific Gravity	\$110	• Triaxial Permeability	\$450
Relative Density	\$275	California Bearing Ratio, 1-Point	\$150
Gradation Analysis		California Bearing Ratio, 3-Point	\$450
• All Standard Sieve to #200 Sieve	\$75	"R" Value	\$425
• Percent Less Than #200 Sieve	\$50	Resilient Modulus (per point)	\$850
• Gradation with Hydrometer	\$200	Los Angeles Abrasion Test	\$200
Denver Swell	\$100	Soil Stabilization Mixture Analysis	\$3,500
Soil Suction	\$75	Soundness (Sodium)	\$450
Proctor Compaction – Standard or Modified	\$130	Fractured Faces Test	\$85
Unconfined Compressive Strength		Flat or Elongated Particles	\$90
• Soil	\$60	Corrosivity Testing	
• Rock	Quote	• Water-Soluble Sulfates	\$60
Direct Shear Strength (3-Point)		• pH Test	\$55
• Quick Test	\$650	• Reduction/Oxidation Potential (Redox)	\$55
• Consolidated-Undrained	\$900	• Sulfide Content	\$55
• Consolidated-Drained	Quote	• Soil Resistivity (Direct Measurement Method)	\$50
Triaxial Shear	Quote	• Soil Resistivity (Soil Box Method)	\$105
Time-Consolidation	\$650	• CDOT Suite (pH, Resistivity, Chlorides, and Sulfates)	\$280
		• Eng. Suite (pH, Resistivity, Redox, and Sulfides)	\$245
		Organic Content	\$100

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GROUND ENGINEERING CONSULTANTS, INC.

GENERAL CONDITIONS – ENGINEERING

INTENT OF SERVICES: The services and any subsequent analysis and reporting performed by GROUND Engineering Consultants, Inc. (hereafter referred to as the Consultant) under this Agreement are intended to assist the Client in planning and/or designing the project. Any exploration, testing, and/or analysis associated with the services will be performed by Consultant solely to fulfill the purpose of this Agreement. Any changes in project plans or schedule, referenced within Consultant's reporting should be brought to the attention of the Consultant, in order that provided geotechnical information be reevaluated and, as necessary, modified.

Any geotechnical conclusions and information in Consultant's reporting will rely upon subsurface exploration at a limited number of exploration points, as well as the means and methods described. The Client agrees to accept that subsurface conditions are interpolated between and extrapolated beyond these locations and it is not possible to guarantee the subsurface conditions are as indicated. Actual conditions exposed during any subsequent construction may be expected to differ from those encountered during site exploration. Additional exploration and laboratory analysis can always be performed to further evaluate the site's subsurface conditions, albeit at additional time and cost. The Consultant is available to discuss the benefits of additional exploration and laboratory analysis with the Client. The Scope of Services presented reflects the Client's preferences, objectives, budget, and schedule as understood by Consultant at the time of proposal preparation. The resultant information provided may not be sufficient for use by other parties or other purposes. In the event the Client or any user of Consultant's reporting does not fully understand the earth conditions at the project site, the potential risks affiliated with those conditions, and the acceptance of responsibility to manage/mitigate these risks, Consultant encourages that they contact a representative of the Consultant for further assistance. Furthermore, if the information provided in Consultant's reporting is not fully understood by the Client, our office should be contacted immediately.

A contractor who uses Consultant's reporting for development of their scope of work or cost estimates may find the geotechnical information and conclusions therein to be inadequate or insufficient for their purposes or find the geotechnical conditions described to be at variance with actual conditions or their experience in the greater project area. The contractor is responsible for obtaining the additional geotechnical information that is necessary to develop their work scope and cost estimates with appropriate precision. The Client agrees that it will require any contractor or subcontractor to indemnify Consultant and its officers, agents, and employees for any use of the information generated as a result of the scope of services provided with respect to this Agreement, or, failing to do so, will indemnify Consultant directly for any such use.

ALL DEVELOPMENT CONTAINS INHERENT RISKS: It is important that ALL aspects of Consultant's reporting, as well as the estimated performance (and limitations with any such estimations) of proposed project improvements are understood by the Client and Project Owner (if different). Utilizing reported information/parameters for planning, design, and/or construction constitutes understanding and acceptance of the indemnity provisions governing this Agreement, as well as understanding and acceptance of information/parameters provided, potential risks, potential deviation from actual site conditions, performance estimates, as well as the limitations inherent within such estimations and information provided.

STANDARD OF CARE: In providing its services, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by similar members of Consultant's profession practicing under the same or similar circumstances with the same or similar scope of services.

COMMENCEMENT: If Consultant commences performance of all or any portion of the services under this Agreement upon Client's verbal or written authorization but without a signed agreement in place, Client shall be deemed to have approved and ratified this entire Agreement and the terms of this Agreement shall be fully enforceable in the same manner as if a signed agreement were in place.

INFORMATION PROVIDED BY OTHERS: The Client agrees to assist Consultant by placing at its disposal available information pertinent to Consultant's services. It is the responsibility of the owner or supplier of such documents, either electronic or non-electronic, to ensure that Consultant's use does not violate any copyright or confidentiality that may be pertinent to the supplied information. The Client recognizes that it is impossible for Consultant to assure the accuracy, completeness, and sufficiency of such information either because it is impossible to verify, or because of errors or omissions that may have occurred in information provided by others. The Client agrees Consultant cannot and shall not be held accountable for information so provided by others.

HAZARDOUS MATERIALS: Unless otherwise indicated in the scope of services for this project, nothing in this Agreement shall be construed as providing any type of service relating to an assessment of the possible presence of oil, hazardous materials, asbestos, radioactive materials or any other environmental contaminants, which may be subject to regulatory control, or for the design of systems to remove, treat, handle, or dispose of contaminated materials. The Client/Owner must inform Consultant to the presence of hazardous/contaminated materials, known to them, prior to performance of any subsurface exploration.

RIGHT-OF-ENTRY: Unless otherwise agreed, the Client will furnish right-of-entry for the Consultant and Consultant's Subconsultants/ Subcontractors to make borings, surveys, and/or conduct other surface or subsurface explorations. The Consultant and its Subconsultants/ Subcontractors will take reasonable precautions to reduce damage to property. However, cost of restoration or damage that may result from field operations is not included in the fee unless otherwise stated.

UTILITIES: Consultant will notify public utilities through the Utility Notification Center of Colorado (UNCC / Colorado 811). Consultant will not be liable for damage to any private utilities as a result of exploration; the utility owner must identify or otherwise locate these utilities. By entering into an agreement with Consultant, the Client accepts this limitation and will either coordinate this utility identification and/or provide information to Consultant regarding the location(s) of on-site utilities. We have assumed that the Client will notify the property owner(s) within 48 hours of proposal execution.

DEFECTIVE EQUIPMENT: Consultant cannot be held liable for any costs affiliated with defective equipment used by the Consultant, regardless of the cause of such defects, because such defects are beyond Consultant's control. By utilizing our services with respect to this project, the Client specifically releases and indemnifies Consultant and its officers, principals, employees, and agents of any and all costs affiliated with any defect in the equipment and understands that their sole recourse with regard to defective equipment (including that which may have been caused inadvertently during installation) is that which is provided by the manufacturer, if any.

SAMPLES: All samples of soil and rock will be discarded thirty (30) days after report submittal. Upon Client's request and written authorization, samples will be delivered in accordance with Client's instructions, or stored up to twelve (12) months after report submittal, for an agreed charge.

REPORTS: All documents prepared or furnished by the Consultant under this Agreement, including reports, plans, and other documents, are instruments of service for the sole use and benefit of the Client and may not be assigned to or relied upon by any other party. Consultant agrees, upon request, to provide reports, plans, and other documents to Client stored electronically. The Client recognizes that reports, plans, or other documents recorded on and transmitted as electronic media are subject to undetectable alteration due to transmission, conversion, media degradation, or software error. Reports, plans, and other documents prepared by Consultant remain the property of Consultant until all fees for Consultant's services have been paid. Client agrees that all reports, plans, and other documents furnished to the Client and its agents not fully paid for will be returned upon demand, and shall not be used for design, licensing, permits, and/or construction. If any information provided to Client under this Agreement is altered in any way or not fully paid for and then used for any aspect of the project or anything else at the subject site, Consultant is released and indemnified by the Client and the user with regard to professional and general liabilities.

ADDITIONAL SERVICES: Consultant's proposed fees do not include post-report consultation, unless otherwise specified in the proposal. In the event of difficult site access, postponement, or termination of our services for any reason after notice to proceed has been provided by the Client, costs incurred will be charged in accordance with hourly and unit rates as indicated on the Fee Schedule – Engineering Services. Additional staff consultation services requested following issuance of any report will be billed at rates as indicated herein. These fees will be billed accordingly without further notice. Consultant will not proceed with any additional field-related services (drilling, utility locates, etc.) without Client's prior authorization.

INVOICES: Consultant will submit progress invoices to Client monthly and a final bill upon completion of the services. Invoices will show either a lump sum fee or charges for different personnel and expense classifications. Each invoice is due on presentation and is past-due thirty (30) days from invoice date. Rates quoted in this proposal reflect a 3 percent cash/check discount. Pricing will be adjusted to remove this discount in the event the Client prefers to pay by credit card. The Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past-due accounts. Should the Consultant bring suit to recover past-due payment for services rendered to the Client, the Consultant shall be entitled to recover all costs of collection, including reasonable attorneys' fees.

TERMINATION: The Client or the Consultant may, with or without cause, terminate this Agreement at any time upon ten (10) working day's written notice to the other party. In the event all or any portion of the work performed or partially performed by the Consultant be suspended, postponed, terminated, or abandoned by the Client for any reason other than negligent acts, errors, or omissions by Consultant, the Client agrees to pay Consultant for the work performed and cost incurred to date of reception of written notification in accordance with the hourly and unit rates as indicated on the Engineering Fee Schedule. Upon a notice to resume services for the project by the Client, an equitable adjustment in fees and schedule to accommodate the resulting demobilization and remobilization shall be afforded to the Consultant.

FORCE MAJEURE: Any delay in or failure of performance by Consultant shall not constitute a default hereunder if such delays or failures of performance are a direct or indirect result of any cause beyond the reasonable control of the Consultant including, but not limited to, power or data system outages, acts of nature, acts of war, riots, or strikes, public health emergencies including but not limited to infectious disease outbreaks, governmental orders or directives, failure of any regulatory authority to act in a timely manner, failure of the Client to furnish timely information, or faulty performance by Client's contractors or consultants. The time for completion of Consultant's services shall be extended and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for associated damages.

THIRD-PARTY BENEFICIARY: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit. No other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder, nor shall any product derived from the services pertaining to this Agreement be transferred to any other party without the written permission of a Principal of the Consultant.

LIMITATION OF LIABILITY: The geotechnical engineering, engineering geology, and related services performed under this Agreement will be performed with the care and skill ordinarily exercised by similar members of Consultant's profession practicing under the same or similar circumstances with a similar scope of services. No warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings and/or conclusions made. The economic or technical performance of this or any project cannot be guaranteed in any respect. In no event shall the Consultant be liable to the Client for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred in connection with this Agreement. The Client agrees that the aggregate liability of Consultant and Subconsultant(s) for damages resulting from the performance of the services or fault of Consultant and Subconsultant(s), including negligence, breach of contract, or any other theory or cause, shall be limited to the total of the Consultant's fee under this Agreement. In addition, to the fullest extent permitted by law, the Client agrees to release, indemnify, and hold the Consultant, its past or present employees, owners, directors, or officers, harmless for any damage, liability, or cost, including reasonable attorneys' fees, to the extent caused by Client's negligent acts, errors, or omissions in Client's performance in the project under this Agreement.

CORPORATE PROTECTION: It is agreed to by all parties affiliated with this Agreement that the services provided by the Consultant that are in any way connected to this project shall not subject Consultant's employees, owners, directors, or officers to any personal exposure for risks associated with any portion of this project. Therefore, and not withstanding anything to the contrary that may be contained herein or in any other document related to this project, the Client, future owners, future users, and/or any other trades or professional, agrees that as the sole and exclusive remedy for any claim, demand, or suit shall be directed and/or asserted against the Consultant, a Colorado Corporation, and not against any individuals, including Consultant's past or present employees, owners, directors, or officers.

DISPUTE RESOLUTION: This Agreement is to be governed by the law of the State of Colorado. In an effort to resolve any conflicts that arise between the parties to this Agreement, the Client and the Consultant agree that any dispute, controversy, or claim arising out of or relating to this Agreement shall be submitted to non-binding mediation before a mutually agreed upon mediator. In the event the dispute cannot be resolved through mediation, the matter shall be subject to litigation in Arapahoe County District Court, Colorado.

SEVERABILITY: If any provision of this Agreement is determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform this provision to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

(End of Document)

2022E1

Mineral Interest Notice Certification Form

The undersigned applicant certifies that he/she has complied with the requirements of §24-65.5-103 and §30-28-133(10) C.R.S. by providing to the mineral estate owner(s) and lessee(s), listed on Exhibit "A" attached hereto, and to the Grand County Planning Department thirty (30) days prior written notice of the:

Grand County Planning Commission hearing scheduled for January 14, 2026 and the Board of County Commissioners hearing scheduled for January 20, 2026 for the Grand County Library District Outright Exemption.

Applicant further certifies that notice was provided by certified mail, return receipt requested, or by a nationally recognized overnight courier, and that the notice contained the time and place of the hearing(s), and the name of the applicant. Applicant further certifies that notice provided to the Community Development Department also contained the name and address of the mineral estate owner(s) and lessee(s) to whom notices were sent.

APPLICANT:

_____(signature)

_____(print name)

STATE OF COLORADO)

)ss.

COUNTY OF GRAND)

*Did Not Get Scanned from
GC PER (They missed
this Page). However,
Exhibit A is the
second sheet of this Doc &
It is Attached*

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____.

Witness my hand and official seal.

My commission expires _____.

Notary Public

Note: This Certification must be received by the Grand County Community Development Department prior to the initial hearing. Failure to receive this notice will result in the hearing being rescheduled to a later date.

Exhibit A

Mineral Interest Notices have been sent by Certified Mail, Return Receipt Requested, to:

Rayner Land, Inc.
PO Box 130
Kremmling, CO 80459

Bureau of Land Management
1849 C St., NW
Washington, DC 20240

Grand County Community Development
PO Box 238
Hot Sulphur Springs, CO 80451

701A 3090 0000 2491 3876

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$6.08

Sent To Rayner Land Inc
PO Box 130
Kremmling, CO 80459

Postmark Here 12/15/2025

PS Form 3800, April 15 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3141 8702 63

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$4.40
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$10.48

Sent To BLM
1849 C St., NW
Washington, DC 20240

Postmark Here 12/15/2025

701A 3090 0000 2491 3883

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$4.40
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$10.48

Sent To G.C. Comm. Dev.
PO Box 238
Hot Sulphur Springs, CO 80451

Postmark Here 12/15/2025

November 18, 2025

COPY

Grand County Community Development
PO Box 238
Hot Sulphur Springs, CO 80451

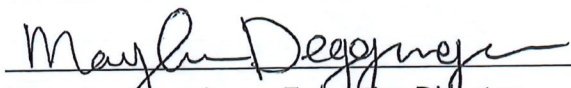
RE: Notification of Application for Development Dear Mineral Interest Owner or Lessee,

As required by Colorado State Statute 24-65.5-103, I am notifying you that I have submitted an application to the Grand County Community Development Department for the Grand County Library District Outright Exemption, a proposal to create a 3.504 acre parcel with the intention to build a new Kremmling Public Library, on property located in the North ½ of the Southeast ¼ and the Southwest ¼ of the Northeast ¼ of Section 8, Township 1 North, Range 80 West of the 6th P.M., County of Grand, State of Colorado.

The initial public hearing will be held before the Grand County Planning Commission on January 14, 2026 at 6:30 pm in the Commissioners' Meeting Room in the Grand County Courthouse, 308 Byers Avenue, Hot Sulphur Springs, Colorado. The Planning Commission will review the application and recommend approval or disapproval to the Board of County Commissioners.

Final approval or disapproval of the application will be considered by the Grand County Commissioners on January 20, 2026 at 8:00am in the Commissioners' Meeting Room in the Grand County Courthouse, 308 Byers Avenue, Hot Sulphur Springs, Colorado.

Respectfully,


Mary Ann Degginger, Executive Director


Jeremy Krones, President, Board of Trustees

NOTICE SHALL ALSO BE SENT TO THE GRAND COUNTY COMMUNITY DEVELOPMENT DEPARTMENT AND SHALL INCLUDE THE NAMES AND ADDRESSES OF MINERAL OWNERS AND LESSEES TO WHOM NOTICES WERE SENT.

November 18, 2025

COPY

Rayner Land, Inc.
PO Box 130
Kremmling, CO 80459

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Jeremy Krones, President, Board of Trustees

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November 18, 2025

COPY

Bureau of Land Management
1849 C St., NW
Washington, DC 20240

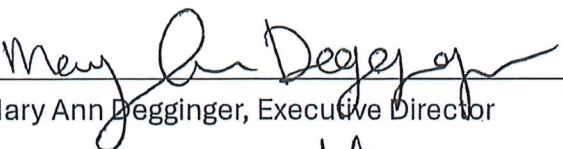
RE: Notification of Application for Development Dear Mineral Interest Owner or Lessee,

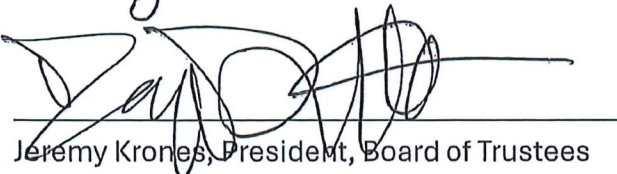
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Respectfully,


Mary Ann Degginger, Executive Director

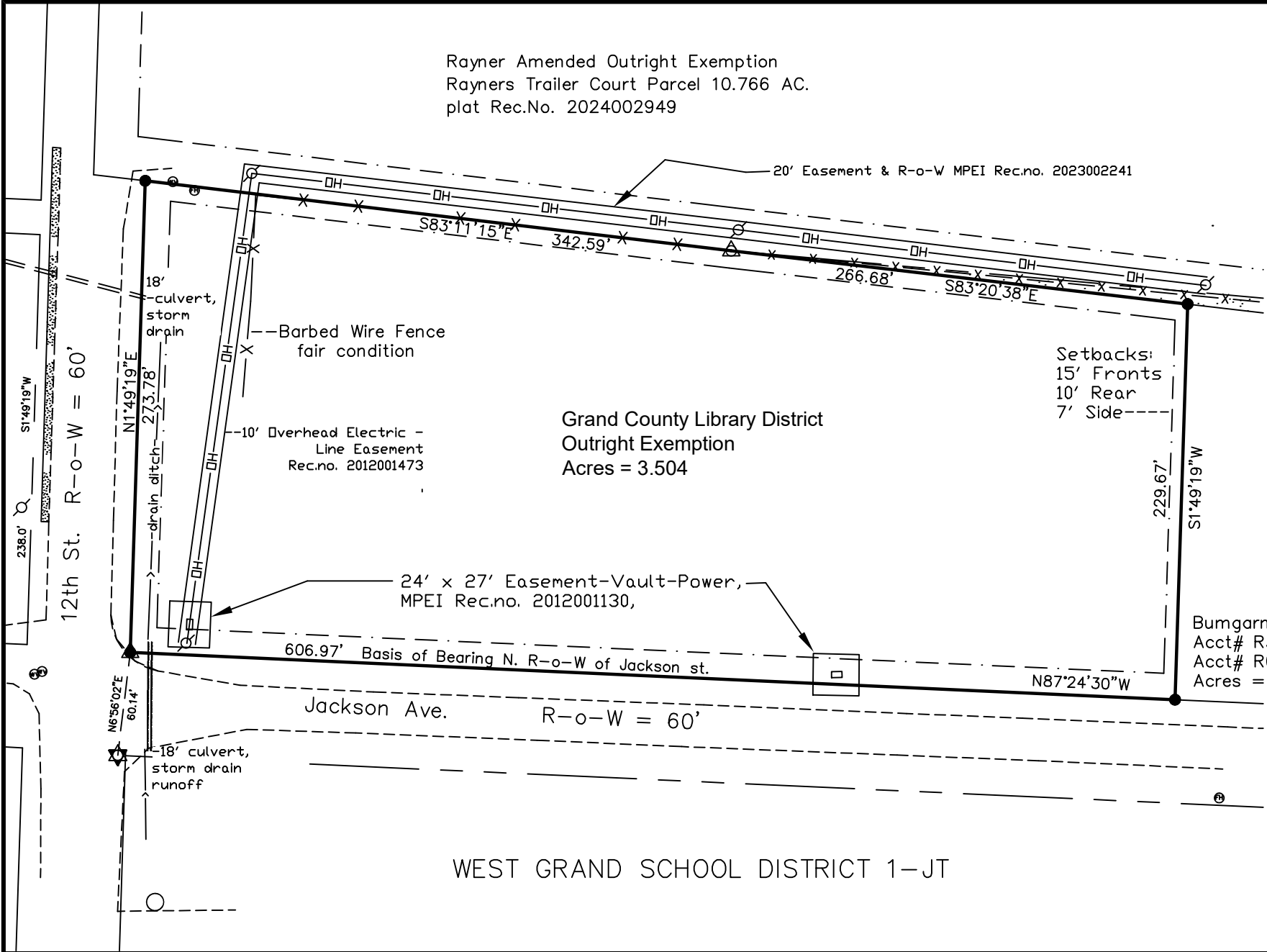

Jeremy Krones, President, Board of Trustees

NOTICE SHALL ALSO BE SENT TO THE GRAND COUNTY COMMUNITY DEVELOPMENT DEPARTMENT AND SHALL INCLUDE THE NAMES AND ADDRESSES OF MINERAL OWNERS AND LESSEES TO WHOM NOTICES WERE SENT.

Rayner Amended Outright Exemption
Rayners Trailer Court Parcel 10.766 AC.
plat Rec.No. 2024002949

I hereby certify that this Improvement location certificate was prepared for Grand County Library District & Land Title Guaranty and Old Republic that it is not a land survey plat or improvement survey plat, and that it is not to be relied upon for the establishment of fence, building or other future improvement lines.

I further certify that the improvements on the below described parcel on this date, 10 March 2026, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.



Bumgarner
Acct# R313296
Acct# R014029
Acres = 36.214

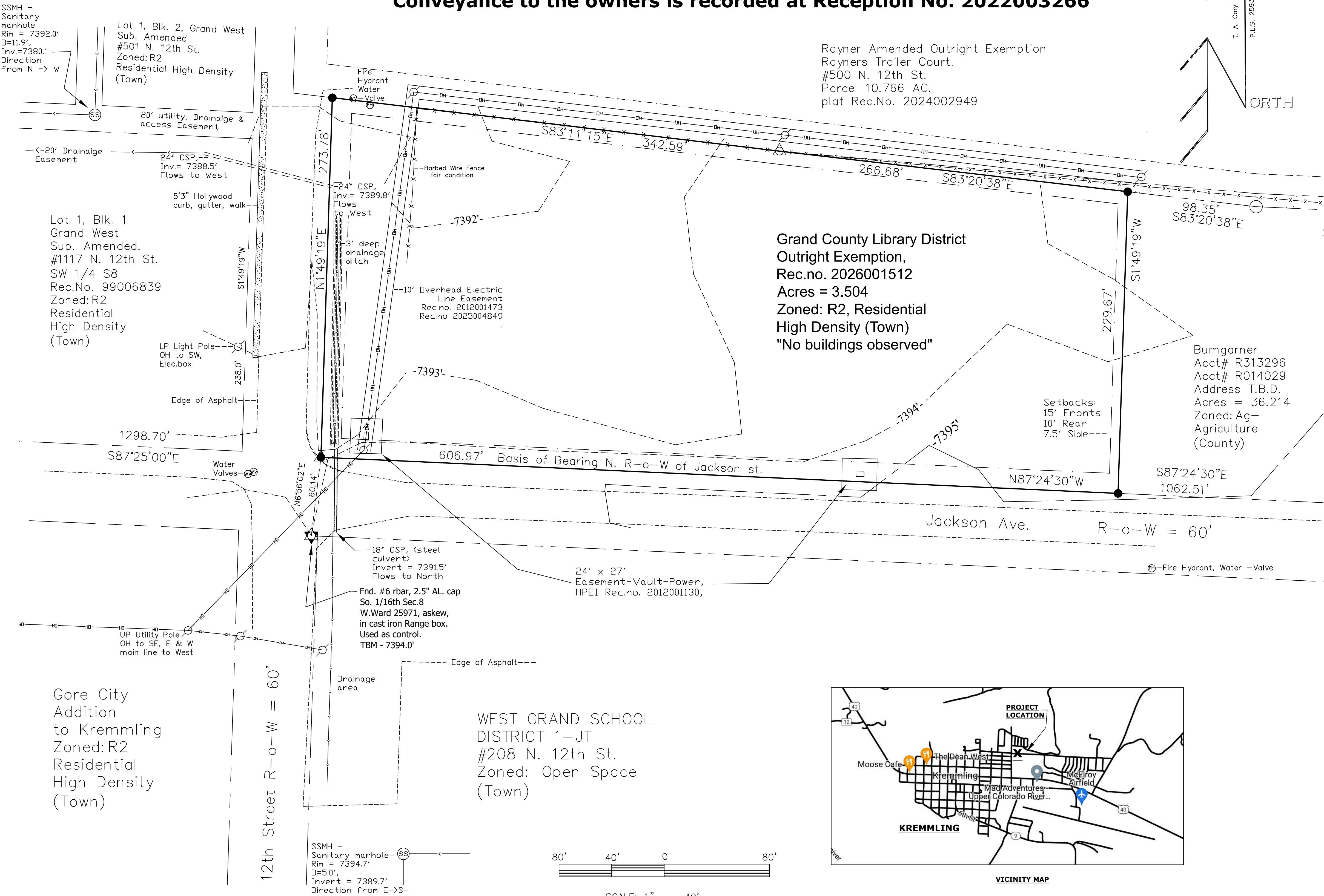


- LEGEND:
- ☆ - 1/16th cor. 3" AL.cap in range box
 - △ - Fnd. #4 rbar, Pnk.Plas.cap, W.Ward
 - - Sanitary Sewer Manhole
 - - Fnd. PK nail /Washer Survey Point
 - ▲ - Fnd. #5 rbar, 2"AL.cap 25934
 - - Fnd.#4 rbar, Pnk.plas.cap, T A Cary 25934

Not to Scale

Thomas A. Cary #305 CR 1933 POB 122 Kremmling, Co. 80459 970.724.2912 / 509.0185 Grand County Library District	Field Work: 1 Nov. 2025 Drawing: 15 Nov. 2025 Rev: 3/11/2026 MSCAD 2026 PLS 25934 (exp. Oct.2027) Loosehorse56@gmail.com	Prepared For: Grand County Library District Land Title Guaranty and Old Republic Planning & Zoning Commission Hearing	Legal Description: Grand County Library District Outright Exemption County of Grand, State of Colorado.	Sheet 1 of 1 Page 58 of 76
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ALTA / NSPS LAND TITLE SURVEY PLAT
Grand County Library District Site Plan
North 1/2 of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4
of Section 8, Township 1 North, Range 80 West of the 6th P.M.
County of Grand, State of Colorado
Conveyance to the owners is recorded at Reception No. 2022003266



To: a) Land Title Guranty Co. b) Grand County Library District

This is to certify that this map or plat of Grand County Library District Site Plan and the survey on which it is based were made in accordance with " 2026 Minimum Standard Details Requirements for ALTA/NSPS Land Title Surveys", jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 4, 5, 6, 8, 11a and 13 of Table A thereof. The field work was completed on November 19, 2025.
Pursuant to Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Colorado, the relative Positional Accuracy is 0.3'.

I further certify that this plat represents the results of a retracement Land Survey performed by me or under my supervision and complies with the requirements of Title 38, Article 51, Colorado Revised Statutes, 1973, that the monuments required by said regulations have been found or set in the ground; that all located buildings and utilities on the premises and their relation to the property lines are correctly shown, and that there are no encroachments, overlaps, boundary line disputes, easements or claims of easements visilbe on the ground other than those shown hereon. Any 'Surveyor's Notes' or other survey-related notations hereon are hereby incorporated into this certification.

This Survey was conducted and plat prepared for the exclusive use of the persons and/or entities named hereon; It is based on Title Commitment Number no. J60060781; Dated 11/11/2025; Effective date is 11/03/2025 at 5:00 P.M.; Address TBD Jackson Ave. Kremmling, CO 80459, and Commitment no. 1116628-C2, effective Date of October 22, 2015, 7:00 am; Issued Date of November 18, 2015; and no statement hereon extends to any other persons or entities without an express restatement by Thomas A. Cary.

Date: 16 March 2026

THOMAS A. CARY
Professional Land Surveyor
25934, COLORADO

PLAT NOTES:

1. Basis of Bearings is based upon the North R-o-W line of Jackson St., Bears N 83°20' 38" W.
2. Title Commitment: Land Title Guarantee Co.; Order no. J60060781; Dated 11/11/2025; Effective date is 11/03/2025 at 5:00 P.M.; Address TBD Jackson Ave. Kremmling, CO 80459.
3. Utilities associated with Table A, item 11 b: All utilities were observed from current surface evidence. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. The contractor may decide to call "Colorado 811" ('Blue Stakes'). When Colorado811 identifies location of under ground utility lines, then for an additional fee, the surveyor will collect that data, revise the drawing to show the locations marked by Blue Stakes.
4. Elevations obtained from ground survey (Item 5 Table A).
5. Subdivision property monuments have been set.
6. Any fencing installed on this subdivision shall conform to the recommendations of the Colorado Division of Wildlife publication, " Fencing with Wildlife in Mind."
7. No construction on this outright exemption shall be allowed without Town of Kremmling Water and Sanitary Sewer.
8. Notice: According to Colorado law, you MUST commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any legal action based upon any defect in this survey be commenced more than "Ten Years After" the date of certification shown heron.

COUNTY CLERK AND RECORDER:

This map was filed for record in the office of the Clerk and Recorder at _____, O'clock ____ M., _____, 20____, and is duly recorded in Book _____, at Page No. _____, or at Reception No. _____.

Clerk and Recorder
County of Grand
State of Colorado

By

Deputy

ALTA / NSPS LAND TITLE SURVEY

Cary Enterprise-D
Thomas A. Cary PLS 25934
Rev. 305 GCR 1933
PO Box 122
Kremmling, Colorado 80459
1.970.724.2912 / 970.509.0185

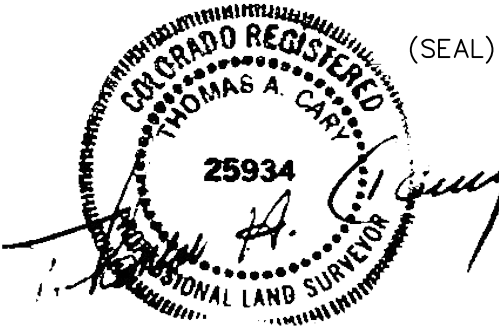
Field Work: 19 November 2025
Drawing: 16 March 2026
Rev. MSCAD 2026 Sheet 1 of 1
PLS 25934 Scale 1" = 40'
Loosehorse56@gmail.com

Land Surveyor's Certificate:

I, Thomas Arthur Cary, a duly licensed professional land surveyor in the State of Colorado, does hereby certify that this plat and survey of Grand County Library District Site Plan truly and correctly represents the results of a survey made by me or under my direction, and that said plat complies with the requirements of Title 38, Article 51, Colorado Revised Statutes, 1973, and that the monuments required by said statute and by the Grand County Outright Exemption Regulations have been placed on the ground

Dated this 8th day of March, 2026.

Colorado registration number: 25934
(expires Oct. 2027)





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

March 4, 2026

Mr. Marcus Davis
Grand County Library District *via email only to mdavis@gcld.org*
P.O. Box 1050
Granby, CO 80446

RE: Grand County Library District Annexation

To Whom It May Concern:

This letter pertains to the parcel of land owned by the Grand County Library District, located in Section 8, Township 1 North, Range 80 West of the 6th P.M, northeast of the intersection of 12th Street and Jackson Avenue, Town of Kremmling.

Upon receipt of a Petition for Annexation and the supporting documents and information required by state statute and Kremmling Municipal Code Chapter 14, the Town of Kremmling will process the Petition for Annexation in accordance with the statutory procedures and will, upon approval of the Board of Trustees of the Town of Kremmling, annex the parcel into the Town.

TOWN OF KREMMLING

By: 
Town Manager Jen MacPherson



Kremmling Fire Protection District

1320 Eagle Avenue, P.O. Box 6
Kremmling, Colorado 80459
970.724.3795

Mary Ann Degginger
Executive Director
Grand County Library District
970-887-9411

February 18, 2026

RE: Fire and Emergency Service to Proposed Library Annexation

To Whom It May Concern:

This letter is to confirm that the property located North of Jackson Avenue and East of 12th Street, which is proposed for annexation, is located entirely within the boundaries of the Kremmling Fire Protection District and therefore will receive all services provided by the Fire District.

If there are additional questions or concerns, please do not hesitate to contact the District.

Respectfully,

A handwritten signature in blue ink, appearing to read "Tony Tucker", is written over a horizontal line.

Tony Tucker
Fire Chief
Kremmling Fire Protection District

Kremmling Fire Protection District

KREMMLING SANITATION DISTRICT

200 Eagle Avenue
PO Box 538
Kremmling, CO 80459

(970) 724-3249
<https://www.kremmlingsd.org>

February 10, 2026

Grand County Library District
PO Box 1050
Granby, CO 80446

To Whom it May Concern:

The Kremmling Sanitation District (District) hereby confirms its willingness and ability to provide sanitary sewer service to the Grand County Library District (Library District) for its proposed new library facility to be constructed within the Town of Kremmling, Colorado.

The District acknowledges that the proposed facility will be located within, or is capable of being served by, the District's existing service area and infrastructure. Subject to the Library District's compliance with all applicable District rules, regulations, standards, and fee requirements in effect at the time of application and connection, the District will allow connection to its sanitary sewer system and will provide ongoing service to the property.

This commitment to serve is contingent upon final review and approval of all engineering plans, payment of applicable tap fees and other charges, and satisfaction of all conditions of service as established by the District. Nothing herein shall be construed as a waiver of the District's authority to enforce its rules and regulations or to require compliance with any future amendments thereto.

Please contact the District if additional documentation or coordination is required as the project progresses.

Sincerely,



Jack Seward
District Manager



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

March 4, 2026

Mr. Marcus Davis
Grand County Library District
P.O. Box 1050
Granby, CO 80446

via email only to mdavis@gcld.org

RE: Grand County Library District Annexation

To Whom It May Concern:

The Grand County Library District requested a letter “will serve” stating water and trash service is available for the District’s proposed annexation to the Town of Kremmling of the Grand County Library District Outright Exemption located north and east of the Town boundaries intersecting at 12th Street and Jackson Avenue (in Section 8, Township 1 North, Range 80 West of the 6th P.M.). The proposed development is construction and use of a library building, with no further subdivision presently proposed.

The Town provides trash services to all properties within the Town through the Town’s Contractor. Properties have the option of contracting with a different collection service.

The Town of Kremmling confirms that the Town has sufficient potable water to supply the proposed annexation and development. If the project changes, please notify the Town in writing before undertaking any work. The District is responsible for all costs for extending water service to the property.

Prior to extending the Town of Kremmling’s water system, the developer must provide construction plans following the town’s engineering and construction standards. These plans must be stamped by a Colorado licensed professional engineer and will be reviewed by the Town. The Town may request reimbursement from the developer for construction plan review and/or construction oversight expenses incurred during the project. Construction related to water distribution and water service infrastructure shall not commence until the town approves in writing the proposed engineering plans.

TOWN OF KREMMLING

By: 
Town Manager Jen MacPherson

AFFIDAVIT OF PUBLICATION**Ad #: OEqSHqze31R0zgCTovrz****Customer: TOWN OF KREMMLING**

State of New Jersey, County of Camden, ss:

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

That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of 4 insertions; and that the first publication of said notice was in the issue of said newspaper dated 3 Jun 2026, 10 Jun 2026, 17 Jun 2026, 24 Jun 2026 in the issue of said newspaper. That said newspaper was regularly issued and circulated on those dates.

Total cost for publication: \$365.20**Edmar Corachia**

(Signed)

VERIFICATIONState of New Jersey
County of Camden**SHARONN E THOMAS-POPE****NOTARY PUBLIC****STATE OF NEW JERSEY****My Commission Expires January 23, 2027**

Subscribed in my presence and sworn to before me on this: 06/24/2026

Sharon E. Thomas-Pope

Notary Public

Notarized remotely online using communication technology via Proof.

**TOWN OF KREMMLING, COLORADO
NOTICE OF PUBLIC HEARINGS**

The Town of Kremmling has accepted for consideration a Petition for Annexation of the Grand County Library District Outright Exemption, according to the Plat thereof filed in the records of the Grand County Clerk and Recorder's Office on March 12, 2026, at Reception Number 2026001512

Notice is hereby given that the Planning and Zoning Commission of the Town of Kremmling will hold a Public Hearing commencing at 6:00 p.m., Wednesday, July 8, 2026, at the Kremmling Area Chamber of Commerce, 203 Park Avenue, Kremmling, Colorado 80459. The purpose of the Public Hearing is to consider a request for zoning of property proposed to be annexed to the Town and known as the Grand County Library District (GCLD) Annexation. The zoning requested is Residential High Density (R2) with a Public Property Overlay.

Further Notice is hereby given that the Board of Trustees of the Town of Kremmling will hold a Public Hearing commencing at 6:00 p.m., Wednesday, July 15, 2026, at the Kremmling Area Chamber of Commerce, 203 Park Avenue, Kremmling, Colorado 80459. The purpose of the Public Hearing is to determine whether certain property for which a petition for annexation has been filed with the Town, to be known as the Grand County Library District (GCLD) Annexation to the Town of Kremmling, meets the applicable requirements of the statutes of the State of Colorado and is eligible for annexation to the Town, and, if annexed, to determine the zoning for the parcel. The zoning requested is Residential High Density (R2) with a Public Property Overlay.

Any person may appear at the Public Hearings and be heard regarding the matters under consideration. The approximate location of the property is the northeast quadrant of the 12th Street and Jackson Avenue intersection. The legal description of the property that is the subject of the annexation and zoning is set forth below in Exhibit A to Resolution No. 2026-05-01.

Copies of the annexation petition, zoning request, other related application materials, and the resolution finding that the annexation petition is in substantial compliance with the applicable laws of the State of Colorado are on file and available for public inspection in the office of the Town Clerk, 200 Eagle Avenue, Kremmling, Colorado 80459, during regular business hours.

Dated the 27th day of May, 2026.

TOWN OF KREMMLING, COLORADO
Teagan Serres, Town Clerk

Publication Dates: June 3, 10, 17, and 24, 2026, in the Sky-Hi News and Middle Park Times.

**TOWN OF KREMMLING
RESOLUTION NO. 2026-05-01**

A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE OF A PETITION BY THE GRAND COUNTY LIBRARY DISTRICT FOR ANNEXATION TO THE TOWN OF KREMMLING OF A PARCEL KNOWN AS GRAND COUNTY LIBRARY DISTRICT OUTRIGHT EXEMPTION AND SETTING A PUBLIC HEARING

WHEREAS, a Petition for Annexation of certain property known as the Grand County Library District Outright Exemption to the Town of Kremmling, has been filed with the Town Clerk, and referred to the Board of Trustees for a determination of substantial compliance with applicable law; and

WHEREAS, the Board of Trustees wishes to permit simultaneous consideration of the subject property for annexation and zoning, as requested in the Petition; and

WHEREAS, the Board of Trustees has reviewed the Petition and desires to adopt by resolution its findings in regard to the Petition.

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

Section 1. The Petition, the legal description for which is the Grand County Library District Outright Exemption, according to the Plat thereof filed in the records of the Grand County Clerk and Recorder's Office on March 12, 2026, at Reception Number 2026001512, is hereby determined to be in substantial compliance with the applicable laws of the State of Colorado.

Section 2. No election is required under C.R.S. § 31-12-107(2).

Section 3. No additional terms and conditions are to be imposed except any provided for in the petitions.

Section 4. The Board of Trustees shall hold a public hearing on the proposed annexation to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, Colorado Revised Statutes, and will hold a public hearing to determine the appropriate zoning of the subject property, if requested in the petition at on July 15, 2026 at 6:00 o'clock p.m. or as soon thereafter as the matter may be heard, at the Kremmling Area Chamber of Commerce, 203 Park Avenue, Kremmling, Colorado.

Section 5. Any person may appear at such hearing and present evidence relative to the proposed annexation or the proposed zoning if requested in the petitions.

Section 6. Upon completion of the hearing, the Board of Trustees will set forth, by resolution, its findings and conclusions with reference to the eligibility of the proposed annexation, and whether the statutory requirements for the proposed annexation have been met, and further, will determine the appropriate zoning of the subject property if requested in the petitions.

Section 7. If the Board of Trustees concludes, by resolution, that all statutory requirements have been met and that the proposed annexation is proper under the laws of the State of Colorado, the Board of Trustees may pass one or more ordinances annexing the subject property to the Town of Kremmling, and will pass one or more ordinances zoning the subject property if requested in the petitions.

ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING UPON MOTION DULY MADE, SECONDED AND PASSED, THE 20th DAY OF MAY, 2026.
TOWN OF KREMMLING

By: _____
Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

EXHIBIT A

A tract of land in the N1/2 of the SE1/4 and SW1/4 of the NE1/4, all in Section 8, Township 1 North, Range 80 West of the 6th P.M., and more particularly described as follows: Beginning at the intersection of the North R-o-W of Jackson Ave. and the East R-o-W of 12th St., Kremmling, CO, from whence the S 1/16 of Section 8 bears S6°56'02"W a distance of 60.14 feet; Thence N1°49'19"E along the East R-o-W of 12th St., a distance of 273.78 feet, to the South line of Rayner Amended Outright Exemption plat, Rec. no. 2024002949; Thence S83°11'15" E, along said South line, a distance of 342.59 feet; Thence S83°20'38" E, continuing along said South line, a distance of 266.68 feet; Thence S1°49'19"W a distance of 229.67 feet to the North R-o-W line of Jackson Ave.; Thence N87°24'30" W, along said R-o-W, a distance of 606.97 feet; to the point of beginning, containing 3.504 Acres ±.
PUBLISHED IN THE SKY-HI NEWS AND MIDDLE PARK TIMES ON WEDNESDAY, JUNE 3, 2026, WEDNESDAY, JUNE 10, 2026, WEDNESDAY, JUNE 17, 2026 AND WEDNESDAY, JUNE 24, 2026.

**NOTICE OF
PUBLIC HEARING**

PURPOSE & TYPE OF APPROVAL:
ANNEXATION & ZONING

APPLICANT NAME AND ADDRESS:
GRAND COUNTY LIBRARY DISTRICT
PO BOX 1050, GRANBY, CO 80446

HEARING DATE/TIME: PLANNING
COMMISSION 7/8/2026 @ 6:00 PM

BOARD OF TRUSTEES 7/15/26 @ 6:00 PM

HEARING LOCATION: 203 PARK
AVENUE, Kremmling, CO 80459

LEGAL DESCRIPTION/GENERAL
LOCATION: GRAND COUNTY LIBRARY
DISTRICT OUTRIGHT EXEMPTION AS
RECORDED AT RECEPTION # 2026001512

FOR MORE INFORMATION: Call the
Kremmling Community Development
Department at 970-724-3249 or email
planner@townofkremmling.org

NOTICE OF PUBLIC HEARING

PURPOSE & TYPE OF APPROVAL:
ANNEXATION & ZONING

APPLICANT NAME AND ADDRESS:
GRAND COUNTY LIBRARY DISTRICT
PO BOX 1050, GRANBY, CO 80446

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**LEGAL DESCRIPTION/GENERAL
LOCATION: GRAND COUNTY LIBRARY
DISTRICT OUTRIGHT EXEMPTION AS
RECORDED AT RECEPTION # 2026001512**

**FOR MORE INFORMATION: Call the
Kremmling Community Development
Department at 970-724-3249 or email
planner@townofkremmling.org**

June 9, 2026

Clerk of Grand County
Board of County Commissioners
Po Box 120
Hot Sulphur Springs, CO 80451

Kremmling Fire Protection District
PO Box 6
Kremmling, CO 80459

Maxine LaBarre-Krostue
Grand County Attorney
P.O. Box 264
Hot Sulphur Springs, CO 80451

Kremmling Memorial Hospital District
PO Box 399
Kremmling, CO 80459

Kremmling Sanitation District
PO Box 538
Kremmling, CO 80459

Grand County Library District
PO Box 1050
Granby, CO 80446

West Grand School District 1-JT
715 Kinsey Ave
PO Box 515
Kremmling, CO 80459

Dear Sir or Madam:

Enclosed please find notification of a proposed annexation to the Town of Kremmling, Colorado, to be known as the Grand County Library District (GCLD) Annexation. The public hearing on the proposed annexation is scheduled for 6:00 p.m., Wednesday, July 15, 2026. at the Kremmling Area Chamber of Commerce, 203 Park Avenue, Kremmling, Colorado 80459, as described in the enclosed Resolution No. 2026-05-01. Also enclosed are copies of the Petition for Annexation as filed with the Town and the notice published in the Sky-Hi News and Middle Park Times on June 3, 10, 17, and 24, 2026.

TOWN OF KREMMLING, COLORADO
Teagan Serres, Town Clerk

**TOWN OF KREMMLING
RESOLUTION NO. 2026-05-01**

**A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE OF A PETITION BY
THE GRAND COUNTY LIBRARY DISTRICT FOR ANNEXATION TO THE TOWN
OF KREMMLING OF A PARCEL KNOWN AS GRAND COUNTY LIBRARY
DISTRICT OUTRIGHT EXEMPTION AND SETTING A PUBLIC HEARING**

WHEREAS, a Petition for Annexation of certain property known as the Grand County Library District Outright Exemption to the Town of Kremmling, has been filed with the Town Clerk, and referred to the Board of Trustees for a determination of substantial compliance with applicable law; and

WHEREAS, the Board of Trustees wishes to permit simultaneous consideration of the subject property for annexation and zoning, as requested in the Petition; and

WHEREAS, the Board of Trustees has reviewed the Petition and desires to adopt by resolution its findings in regard to the Petition.

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

Section 1. The Petition, the legal description for which is the Grand County Library District Outright Exemption, according to the Plat thereof filed in the records of the Grand County Clerk and Recorder's Office on March 12, 2026, at Reception Number 2026001512, is hereby determined to be in substantial compliance with the applicable laws of the State of Colorado.

Section 2. No election is required under C.R.S. § 31-12-107(2).

Section 3. No additional terms and conditions are to be imposed except any provided for in the petitions.

Section 4. The Board of Trustees shall hold a public hearing on the proposed annexation to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, Colorado Revised Statutes, and will hold a public hearing to determine the appropriate zoning of the subject property, if requested in the petition at on **July 15, 2026** at 6:00 o'clock p.m. or as soon thereafter as the matter may be heard, at the Kremmling Area Chamber of Commerce, 203 Park Avenue, Kremmling, Colorado.

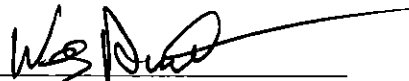
Section 5. Any person may appear at such hearing and present evidence relative to the proposed annexation or the proposed zoning if requested in the petitions.

Section 6. Upon completion of the hearing, the Board of Trustees will set forth, by resolution, its findings and conclusions with reference to the eligibility of the proposed annexation, and whether the statutory requirements for the proposed annexation have been met, and further, will determine the appropriate zoning of the subject property if requested in the petitions.

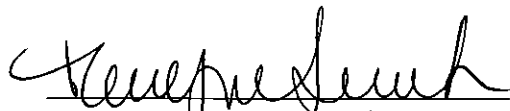
Section 7. If the Board of Trustees concludes, by resolution, that all statutory requirements have been met and that the proposed annexation is proper under the laws of the State of Colorado, the Board of Trustees may pass one or more ordinances annexing the subject property to the Town of Kremmling, and will pass one or more ordinances zoning the subject property if requested in the petitions.

**ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING
UPON MOTION DULY MADE, SECONDED AND PASSED, THE 20th DAY OF MAY,
2026.**

TOWN OF KREMMLING

By: 
Wes Howell, Mayor

ATTEST:


Teagan Serres, Town Clerk

9589 0710 5270 0983 8140 04

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PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions		

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PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions		

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Postage	\$2.17	06/10/2026
Total Postage and Fees	\$7.47	
Sent To Kremmling Fire Protection District Street and Apt. No., or PO Box No. PO Box 6 City, State, ZIP+4® Kremmling, CO 80459-0006		
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions		

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Granby, CO 80446

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☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$2.17	06/10/2026
Total Postage and Fees	\$7.47	
Sent To Grand County Library District Street and Apt. No., or PO Box No. PO Box 1050 City, State, ZIP+4® Granby, CO 80446-1050		
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions		

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Postage	\$2.17	06/10/2026
Total Postage and Fees	\$7.47	
Sent To Kremmling Memorial Hospital District Street and Apt. No., or PO Box No. PO Box 399 City, State, ZIP+4® Kremmling, CO 80459-0399		
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions		

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Postage \$2.17 \$0.00

Total Postage and Fees \$2.17

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 Maxine LaBarre - Hrostwie Grand County Attorney
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 PO Box 264
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 Hot Sulphur Springs, CO 80451-0264

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 10
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**TOWN OF KREMMLING, COLORADO
NOTICE OF PUBLIC HEARINGS**

The Town of Kremmling has accepted for consideration a Petition for Annexation of the Grand County Library District Outright Exemption, according to the Plat thereof filed in the records of the Grand County Clerk and Recorder's Office on March 12, 2026, at Reception Number 2026001512

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Dated the 27th day of May, 2026.

TOWN OF KREMMLING, COLORADO
Teagan Serres, Town Clerk

Publication Dates: June 3, 10, 17, and 24, 2026, in the Sky-Hi News and Middle Park Times.

**TOWN OF KREMMLING
RESOLUTION NO. 2026-05-01**

A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE OF A PETITION BY THE GRAND COUNTY LIBRARY DISTRICT FOR ANNEXATION TO THE TOWN OF KREMMLING OF A PARCEL KNOWN AS GRAND COUNTY LIBRARY DISTRICT OUTRIGHT EXEMPTION AND SETTING A PUBLIC HEARING

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WHEREAS, the Board of Trustees has reviewed the Petition and desires to adopt by resolution its findings in regard to the Petition.

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Section 2. No election is required under C.R.S. § 31-12-107(2).

Section 3. No additional terms and conditions are to be imposed except any provided for in the petitions.

Section 4. The Board of Trustees shall hold a public hearing on the proposed annexation to determine if the proposed annexation complies with Sections 31-12-104 and 3112-105, Colorado Revised Statutes, and will hold a public hearing to determine the appropriate zoning of the subject property, if requested in the petition at on July 15, 2026 at 6:00 o'clock p.m. or as soon thereafter as the matter may be heard, at the Kremmling Area Chamber of Commerce, 203 Park Avenue, Kremmling, Colorado.

Section 5. Any person may appear at such hearing and present evidence relative to the proposed annexation or the proposed zoning if requested in the petitions.

Section 6. Upon completion of the hearing, the Board of Trustees will set forth, by resolution, its findings and conclusions with reference to the eligibility of the proposed annexation, and whether the statutory requirements for the proposed annexation have been met, and further, will determine the appropriate zoning of the subject property if requested in the petitions.

Section 7. If the Board of Trustees concludes, by resolution, that all statutory requirements have been met and that the proposed annexation is proper under the laws of the State of Colorado, the Board of Trustees may pass one or more ordinances annexing the subject property to the Town of Kremmling, and will pass one or more ordinances zoning the subject property if requested in the petitions.

ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING UPON MOTION DULY MADE, SECONDED AND PASSED, THE 20th DAY OF MAY, 2026.

TOWN OF KREMMLING

By: _____
Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

EXHIBIT A

A tract of land in the N1/2 of the SE1/4 and SW1/4 of the NE1/4, all in Section 8, Township 1 North, Range 80 West of the 6th P.M., and more particularly described as follows: Beginning at the intersection of the North R-o-W of Jackson Ave. and the East R-o-W of 12th St., Kremmling, CO, from whence the S 1/16 of Section 8 bears S6°56'02"W a distance of 60.14 feet; Thence N1°49'19"E along the East R-o-W of 12th St., a distance of 273.78 feet, to the South line of Rayner Amended Outright Exemption plat, Rec. no. 2024002949; Thence S83°11'15" E, along said South line a distance of 349.59 feet; Thence S83°20'38" E, continuing along said South line a distance of 120.05 feet; Thence S1°49'19" W a distance of 229.67 feet to the North R-o-W line of Jackson Ave. Thence N87°24'30" W, along said R-o-W, a distance of 606.97 feet; to the point of beginning containing 0.254 Acres ±

Planning & Zoning Commission Hearing

07/07/2026

Page 200 of 269

PUBLISHED IN THE SKY-HI NEWS AND MIDDLE PARK TIMES ON WEDNESDAY, JUNE 3, 2026, WEDNESDAY, JUNE 10, 2026, WEDNESDAY, JUNE 17, 2026 AND WEDNESDAY, JUNE 24, 2026.



Grand County

BOARD OF COUNTY COMMISSIONERS

Edward F. Raegner

District 1, Fraser 80442

Merrit S. Linke

District 2, Granby 80446

Randal F. George

District 3, Kremmling 80459

Email: bocc@co.grand.co.us

Phone: 970-725-3100

Edward Moyer

County Manager

Maxine LaBarre-Krostue

County Attorney

June 24, 2026

Board of Trustees

Town of Kremmling

P.O. Box 538

Kremmling, CO 80459

Delivered via electronic mail to: manager@townofkremmling.org

Re: Letter of Support for the Grand County Library District (GCLD) Annexation

Dear Town of Kremmling Board of Trustees,

On behalf of the Grand County Board of County Commissioners, I am writing to express Grand County's full support for the proposed Grand County Library District Annexation into the Town.

We received notification regarding the annexation of the 3.504-acre parcel in the northeast quadrant of the 12th Street and Jackson Avenue intersection. The expansion of library facilities represents a vital investment in our community's future, providing residents with invaluable educational resources, programs, and a dedicated space for community engagement.

The Commissioners support the requested zoning designation of Residential High Density (R2) with a Public Property Overlay, as this aligns with the intended civic use of the property.

We recognize the diligent work of the Library District, as evidenced by its recent land acquisition and proactive steps toward bringing the Kremmling Library project to fruition. We are confident this annexation will serve the best interests of Kremmling and Grand County as a whole.

Thank you in advance for your consideration and approval of this annexation and zoning.

Sincerely,



Edward Moyer
Grand County Manager

Cc: Mary Ann Degginger, GCLD Executive Director mdegginger@gclid.org

Grand County Library District Outright Exemption
North 1/2 of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4
of Section 8, Township 1 North, Range 80 West of the 6th P.M.
County of Grand, State of Colorado
Conveyance to the owners is recorded at Reception No. 2022003266

2026001512

Rayner Amended
Outright Exemption
Raynet's Trailer Court.
Parcel 10.746 AC.
plat Rec No. 2024002949
Item 26, Sched. B-II

DEDICATION
KNOW ALL PEOPLE BY THESE PRESENTS: That Gary W. Bumpgar and Jennifer L. Bumpgar are the owners of that real property situated in Grand County, Colorado, more fully described as follows:

A tract of land in the N1/2 of the SE1/4 and SW1/4 of the NE1/4, all in Section 8, Township 1 North, Range 80 West of the 6th P.M., and more particularly described as follows:
Beginning at the intersection of the North R-o-W of Jackson Ave. and the East R-o-W of 12th St., Kremmling, CO, from whence the S1/2 of Section 8 bears S63°02'W a distance of 40.14 feet;
Thence N74°01'W, along the East R-o-W of 12th St., a distance of 273.78 feet, to the South line of Rayner Amended Outright Exemption plat Rec. No. 2024002949;
Thence S87°11'5"E, along said South line, a distance of 342.59 feet;
Thence S87°30'1"E, continuing along said South line, a distance of 266.68 feet;
Thence S74°01'W, a distance of 220.2 feet to the North R-o-W line of Jackson Ave.;
Thence N87°51'0"W, along said R-o-W, a distance of 408.37 feet;
to the point of beginning, containing 3.504 Acres ±.

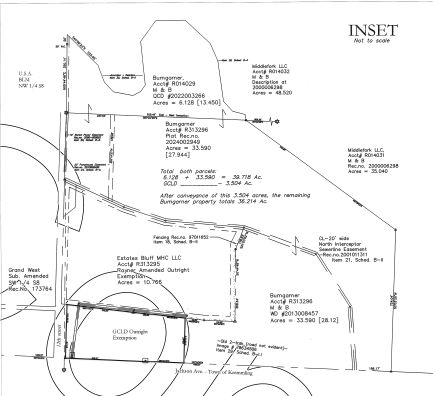
That it has caused said real property to be laid out and surveyed as Grand County Library District Outright Exemption.

IN WITNESS WHEREOF
Gary W. Bumpgar has caused his name to be hereunto subscribed this 3 day of March, 2026.
Jennifer L. Bumpgar

Jennifer L. Bumpgar has caused her name to be hereunto subscribed this 3 day of March, 2026.
By: Jennifer L. Bumpgar

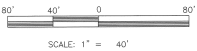
STATE OF COLORADO)
COUNTY OF GRAND)
The foregoing instrument was acknowledged before me on the 2nd day of March, 2026 by Gary W. Bumpgar and Jennifer L. Bumpgar.

My commission expires November 7, 2026.



PLAY NOTES

1. Basis of Bearings is based upon the North R-o-W line of Jackson St., Bore N 47°20' 30" W.
2. Title Commitment: Land Title Guarantee Co., Order no. 60866781, Dated 11/11/2025, Effective date is 11/01/2025 at 5:00 P.M., Address TBD Jackson Ave., Kremmling, CO 80489
3. The Grand County Library District Outright Exemption provides for the submission of 3.504 acres. The purpose of this Grand County Library District Outright Exemption is to apply the exemption to the town of Kremmling and build a public library.
4. After conveyance of this 3.504 acres, the remaining Bumpgar property totals 36.214 Acres.
5. Subdivision property monuments have been set.
6. Any fencing installed on this subdivision shall conform to the recommendations of the Colorado Division of Wildlife, "Fencing with Wildlife in Mind".
7. No construction on this outright exemption shall be allowed without Town of Kremmling Water and Sanitary Sewer.
8. Notice: According to Colorado law, you MUST commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than "Ten Years After" the date of certification shown below.



On PDF drawing, scale may be distorted
Scaled original drawing is 24" x 36"
any other printed size will not match

- LEGEND:
- - 1/4 inch cap, 5" in size in range box
 - △ - 1/4 inch cap, 5" in size in range box
 - - 1/4 inch cap, 5" in size in range box
 - - 1/4 inch cap, 5" in size in range box
 - - 1/4 inch cap, 5" in size in range box
 - △ - 1/4 inch cap, 5" in size in range box
 - - 1/4 inch cap, 5" in size in range box
 - - 1/4 inch cap, 5" in size in range box



Land Surveyor's Certificate

I, Thomas (John) Carr, a duly licensed professional land surveyor in the State of Colorado, do hereby certify that this plat and survey of Grand County Library District Outright Exemption, was and correctly represents the results of a survey made by me or under my direction, and that said plat and survey were prepared in accordance with the requirements of Title 38, Article 91, Colorado Revised Statutes, 1973, and that the measurements required by said statute and by the Grand County Outright Exemption Regulations have been placed on the ground.

Dated this 1st day of December, 2025.

Colorado registration number: 2054
(expires Oct. 2027)



(REAL)

COMMISSIONER'S CERTIFICATE

APPROVED THIS 3 day of March, 2026 BY THE BOARD OF COUNTY COMMISSIONERS OF GRAND COUNTY, COLORADO PURSUANT TO THE GRAND COUNTY OUTRIGHT EXEMPTION REGULATIONS.

By: [Signature]
CLERK,
BOARD OF COUNTY COMMISSIONERS
GRAND COUNTY, COLORADO

PLANNING COMMISSION CERTIFICATE

APPROVED THIS 3 day of March, 2026 BY THE GRAND COUNTY PLANNING COMMISSION.

By: [Signature]
CHAIRMAN
GRAND COUNTY PLANNING COMMISSION

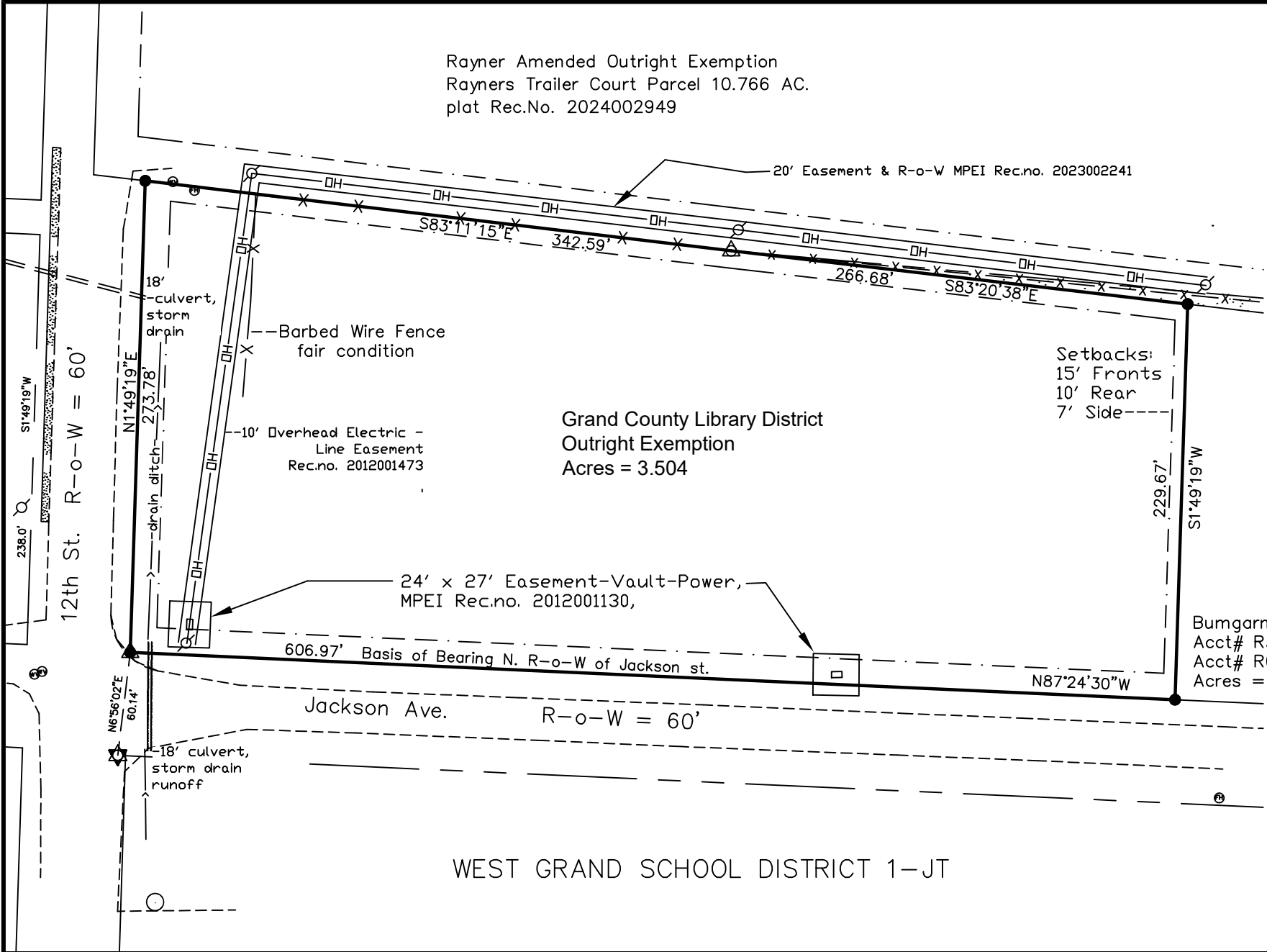
Gary Bumpgar &
Jennifer L. Bumpgar
300 6th St.
PO Box 122
Kremmling, Colorado 80489
1-970-724-2912 / 970-508-0155

Dated March 11 November 2025
Submitted 14 November 2025
MS240 2024 Sheet 1 of 1
P.L.S. 25024 Scale 1" = 40'

Rayner Amended Outright Exemption
Rayners Trailer Court Parcel 10.766 AC.
plat Rec.No. 2024002949

I hereby certify that this Improvement location certificate was prepared for Grand County Library District & Land Title Guaranty and Old Republic that it is not a land survey plat or improvement survey plat, and that it is not to be relied upon for the establishment of fence, building or other future improvement lines.

I further certify that the improvements on the below described parcel on this date, 10 March 2026, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.



Bumgarner
Acct# R313296
Acct# R014029
Acres = 36.214



- LEGEND:
- ☆ - 1/16th cor. 3" AL.cap in range box
 - △ - Fnd. #4 rbar, Pnk.Plas.cap, W.Ward
 - - Sanitary Sewer Manhole
 - - Fnd. PK nail /Washer Survey Point
 - ▲ - Fnd. #5 rbar, 2"AL.cap 25934
 - - Fnd.#4 rbar, Pnk.plas.cap, T A Cary 25934

Not to Scale

Thomas A. Cary #305 CR 1933 POB 122 Kremmling, Co. 80459 970.724.2912 / 509.0185	Field Work: 1 Nov. 2025 Drawing: 15 Nov. 2025 Rev: 3/11/2026 MSCAD 2026 PLS 25934 (exp. Oct.2027) Loosehorse56@gmail.com	Prepared For: Grand County Library District Land Title Guaranty and Old Republic	Legal Description: Grand County Library District Outright Exemption County of Grand, State of Colorado.	Sheet 1 of 1
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**TOWN OF KREMMLING
RESOLUTION NO. 2026-07-05**

**A RESOLUTION CONCERNING A PETITION FOR THE ANNEXATION OF
PROPERTY TO THE TOWN OF KREMMLING, COLORADO, KNOWN AS THE
GRAND COUNTY LIBRARY DISTRICT ANNEXATION AND FINDING THE AREA
PROPOSED TO BE ANNEXED ELIGIBLE FOR ANNEXATION**

WHEREAS, a petition for annexation of property described in Section 1 below has been filed with the Board of Trustees of the Town of Kremmling by the Grand County Library District ("GCLD"); and

WHEREAS, pursuant to state law, the Town Board has held a hearing and desires to adopt by Resolution its findings in regard to the petition and eligibility for annexation.

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

Section 1. The Town Board finds and concludes that:

1. It is desirable and necessary that the territory described as follows: "A tract of land in the N ½ of the SE ¼ and SW ¼ of the NE ¼, all in Section 8, Township 1 North, Range 80 West of the 6th P.M., County of Grand, State of Colorado, known as the Grand County Library District Outright Exemption according to the Plat recorded March 12, 2026, under Reception No. 2026001512", be annexed to the Town of Kremmling.
2. The applicable requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met, including without limitation:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town of Kremmling; in accordance with Section 31-12-104(1)(a), C.R.S., contiguity may be established by the annexation of two or more parcels in a series.
 - b. A community of interest exists between the area proposed to be annexed and the Town of Kremmling.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the Town of Kremmling.
 - e. No land within the boundary of the territory proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were

- separated by a dedicated street, road, or other public way.
- f. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty acres or more, and which, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowners.
 - g. No annexation proceedings have been commenced for any portion of the territory proposed to be annexed for the annexation of such territory to another municipality.
 - h. The annexation of the territory proposed to be annexed will not result in the detachment of area from any school district.
 - i. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the Town of Kremmling more than three miles in any direction from any point of the boundary of the Town of Kremmling in any one year.
 - j. The territory proposed to be annexed is 3.504 acres, more or less.
 - k. The Comprehensive Plan adopted by the Town of Kremmling shall serve as the plan for the area proposed to be annexed, in accordance with Section 31-12-105(1)(e), C.R.S.
 - l. Any portion of a platted street or alley to be annexed will result in the entire width of the street or alley having been included within and made a part of the Town of Kremmling and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed to the Town of Kremmling but is not bounded on both sides by the Town of Kremmling.
3. Four copies of an annexation map of the area proposed to be annexed have been submitted to the Town Board and are on file with the Town.
 4. Upon the annexation ordinance becoming effective, all land within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the Town of Kremmling, except that general property taxes of the Town of Kremmling, if applicable, shall become effective as of the January 1 next ensuing.
 5. No election for annexation of the area proposed to be annexed has been held in the preceding twelve months, and no election is required under Sections 31-12-107(2) or -112, C.R.S.

6. No additional terms and conditions are to be imposed other than those set forth in the annexation petition or otherwise agreed to by all owners, which are not to be considered additional terms and conditions within the meaning of Sections 31-12-107(1)(g), -110(2) or 112, C.R.S.
7. The landowners of one hundred percent (100%) of the area proposed to be annexed signed the petition requesting annexation, in compliance with Article II, Section 30 of the Colorado Constitution and Section 31-12-107(1), C.R.S.

Section 2. The Town Board concludes that all statutory requirements have been met, that the proposed annexation is proper under the laws of the State of Colorado and the area proposed to be annexed is eligible for annexation to the Town. The Town Board, acting in its legislative capacity and pursuant to authority granted to it by state law, may adopt one or more ordinances annexing the subject property to the Town of Kremmling.

INTRODUCED, READ, and ADOPTED this 15th day of July, 2026.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

TOWN OF KREMMLING, COLORADO
ORDINANCE NO. 739

**AN ORDINANCE APPROVING AN ANNEXATION KNOWN AS THE GRAND
COUNTY LIBRARY DISTRICT ANNEXATION TO THE TOWN OF KREMMLING,
COLORADO**

WHEREAS, a petition for annexation of certain unincorporated property, to be known as the Grand County Library District Annexation, and has been filed with the Board of Trustees of the Town of Kremmling by the Grand County Library District ("GCLD"); and

WHEREAS, pursuant to C.R.S. § 31-12-108 to 110, the Board of Trustees on July 15, 2026, held a duly-noticed public hearing to consider the proposed annexation; and

WHEREAS, notice of the hearing was published on June 3, 10, 17, and 24, 2026, in the Sky-Hi News and Middle Park Times; and

WHEREAS, the Board of Trustees, by resolution passed on May 20, 2026, has determined that the petition is in substantial compliance with the applicable laws of the State of Colorado, that the area proposed to be annexed is eligible for annexation, and further has determined that an election is not required, and further found that no additional terms and conditions are to be imposed upon said annexation except any provided for in said petition.

WHEREAS, pursuant to Kremmling Municipal Code Section 14.04.040.G, at a duly noticed public hearing, the Planning and Zoning Commission reviewed the application, the concept land use plan, initial zoning request, and pursuant to C.R.S. 31-23-209 reviewed the proposed public use of the land proposed to be annexed to the Town; and

WHEREAS, the Planning and Zoning Commission found the proposed use of the Property as a public facility (library) and that the concept land use plan is appropriate; and

WHEREAS, the Planning and Zoning Commission has recommended that the Board of Trustees that the Subject Parcel be annexed to the Town of Kremmling, conditioned upon the Applicant obtaining Use by Special Review and Site Plan approvals;

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

Section 1. The annexation to the Town of Kremmling of the property described as, "A tract of land in the N ½ of the SE ¼ and SW ¼ of the NE ¼, all in Section 8, Township 1 North, Range 80 West of the 6th P.M., County of Grand, State of Colorado, known as the Grand County Library District Outright Exemption according to the Plat recorded March 12, 2026, under Reception No. 2026001512", as further described and shown on the attached "Annexation Map," is hereby approved and such property is made a part of and annexed to the Town of Kremmling.

Section 2. The Kremmling Municipal Code § 14.04.040.H addressing Annexation Agreements is specifically waived on the grounds that the intended use is by a public entity for its governmental purposes, no subdivision is contemplated and no additional public facilities or dedications are required.

Section 3. The annexation of said territory is subject to the conditions provided for in the petition for annexation of said property filed with the Town of Kremmling, as well as the express condition that the proposed public library use is subject to a Site Plan review and approval, and annexation may be revoked by the Town upon failure to comply with such terms.

INTRODUCED, READ, ADOPTED, APPROVED AND ORDERED PUBLISHED
this 15th day of July, 2026.

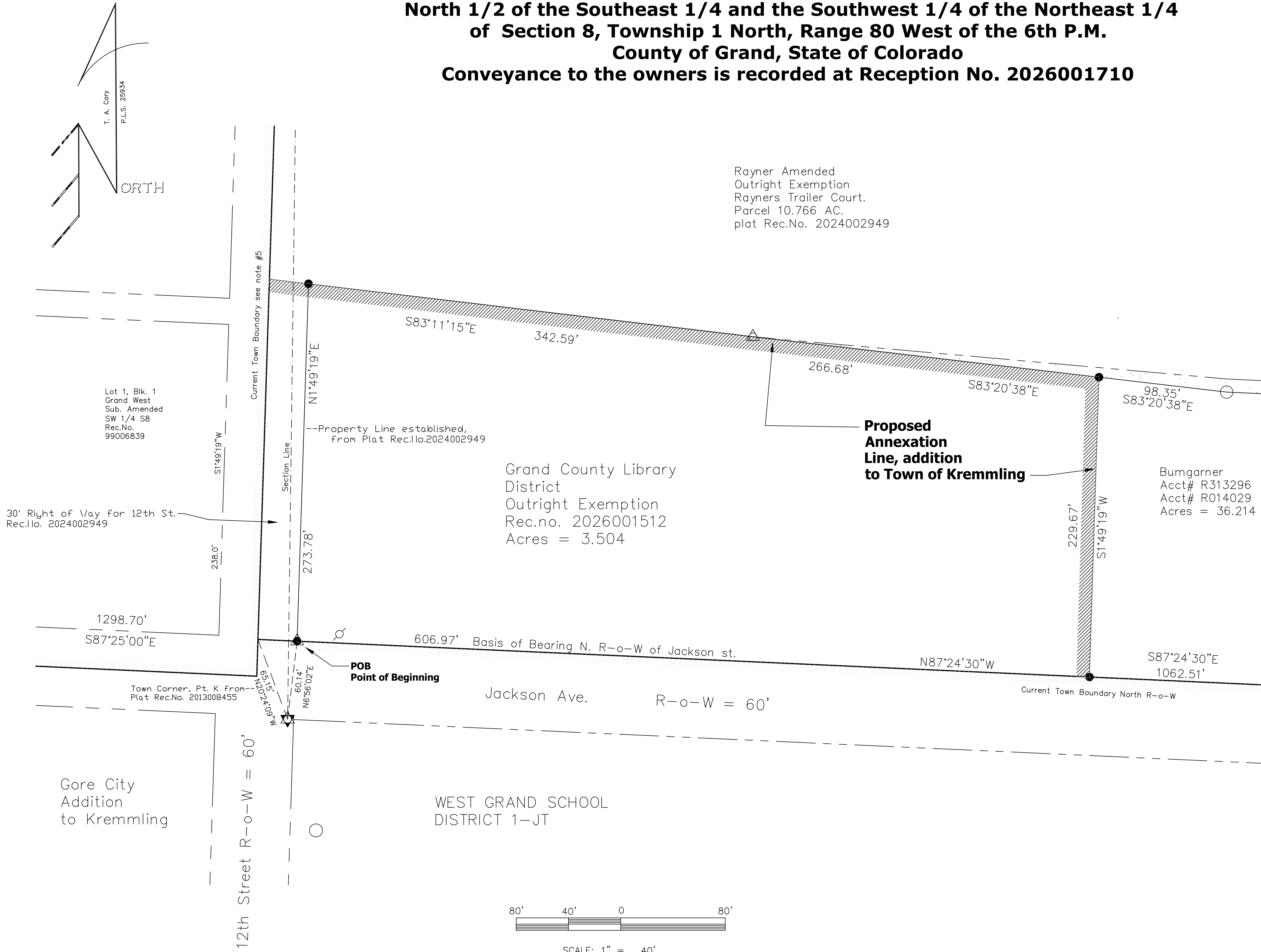
TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

ANNEXATION MAP
Grand County Library District Annexation
North 1/2 of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4
of Section 8, Township 1 North, Range 80 West of the 6th P.M.
County of Grand, State of Colorado
Conveyance to the owners is recorded at Reception No. 2026001710



PLAT NOTES:

- DATE OF SURVEY: September 2025 THRU November 2025
- Basis of Bearings is based upon the North R-o-W line of Jackson St., Bears N 83°20' 38" W.
- This Grand County Library District Annexation Map, into the town of Kremmling, as described in Annexation Map Standards 14.04.050
- The annexation is subject to an annexation agreement which has been recorded in the real property records of Grand County.
- Town Boundary per Amended Final Plat Grand West Subdivision Rec.no. 99006839.

On PDF drawing, scale may be distorted
Scaled original drawing = 24" x 36"
any other printed size will not match

LEGEND:
☆- 1/16th cor. 3" AL.cap in range box
△- Fnd. #4 rbar, Pnk.Plas.cap, W.Ward
○- Sanitary Sewer Manhole
●- Set PK nail / Washer Survey Point
▲- Set #5 rbar, 2"AL.cap 25934
●- Set #4 rbar, Pnk.plas.cap, T A Cary 25934

Land Surveyor's Certificate:

I, Thomas Arthur Cary, a duly licensed professional land surveyor in the State of Colorado, does hereby certify that this plat and survey of Grand County Library District Annexation truly and correctly represents the results of a survey made by me or under my direction, and that said plat complies with the requirements of Title 38, Article 51, Colorado Revised Statutes, 1973, and that the monuments required by said statute and by the Grand County Outright Exemption Regulations have been placed on the ground

Dated this 23rd day of February, 2026.

Colorado registration number: 25934
(expires Oct. 2027)



LEGAL DESCRIPTION

A tract of land in the N1/2 of the SE1/4 and SW1/4 of the NE1/4, all in Section 8, Township 1 North, Range 80 West of the 6th P.M., and more particularly described as follows:

Beginning at the intersection of the North R-o-W of Jackson Ave. and the East R-o-W of 12th St., Kremmling, CO, from whence the S 1/16 of Section 8 bears S6°56'02"W a distance of 60.14 feet; Thence N1°49'19"E along the East R-o-W of 12th St., a distance of 273.78 feet, to the South line of Rayner Amended Outright Exemption plat Rec.no. 2024002949; Thence S83°11'15"E, along said South line, a distance of 342.59 feet; Thence S83°20'38"E, continuing along said South line, a distance of 266.68 feet; Thence S1°49'19"W a distance of 229.67 feet to the North R-o-W line of Jackson Ave.; Thence N87°24'30"W, along said R-o-W, a distance of 606.97 feet; to the point of beginning, containing 3.504 Acres ±

Owner Certificate

The undersigned does hereby cause the above described tract of land to be annexed to the Town of Kremmling under the name of the Grand County Library District Annexation.

OWNER:

Grand County Library District: President

STATE OF COLORADO)
COUNTY OF GRAND) ss

The foregoing instruments were acknowledged before me this ____ day of _____, 20____, by Grand County Library District: President.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

TOWN BOARD OF TRUSTEES APPROVAL:

This is to certify that Grand County Library District Annexation was approved by Ordinance No. ??? on the 25th day of March 2026, and that the Mayor of the Town of Kremmling on behalf of the Town of Kremmling hereby acknowledges said annexation upon which this certificate for all purposes indicated hereon.

????????????, Mayor

Witness my hand and seal of the town of Kremmling.

ATTEST:

Joanna Eaton, Town Clerk

COUNTY CLERK AND RECORDER:

This map was filed for record in the office of the Clerk and Recorder at _____, O'clock ____ M., _____, 20____, and is duly recorded in Book _____, at Page No. _____, or at Reception No. _____.

Clerk and Recorder
County of Grand
State of Colorado

By

Deputy

Cary Enterprise-D
Thomas A. Cary
305 GCR 1933
PO Box 122
Kremmling, Colorado 80459
1.970.724.2912 / 970.509.0185

Field Work: 1 November 2025
Drawing: 14 November 2025
Rev.
MSCAD 2024 Sheet 1 of 1
PLS 25934 Scale 1" = 40'
Loosehorse56@gmail.com

TOWN OF KREMMLING, COLORADO
ORDINANCE NO. 740

**AN ORDINANCE ZONING PROPERTY ANNEXED TO THE TOWN OF
KREMMLING AND KNOWN AS THE GRAND COUNTY LIBRARY DISTRICT
ANNEXATION**

WHEREAS, a petition for annexation of certain property, known as the “Grand County Library District Outright Exemption,” was filed with the Board of Trustees of the Town of Kremmling; and

WHEREAS, the Property was annexed to the Town by ordinance as “The Grand County Library District Annexation” (the “Property”); and

WHEREAS, the Board of Trustees must provide for the zoning of the Property; and

WHEREAS, the Board of Trustees provided notice of the public hearing on said zoning by publication as provided by law; and

WHEREAS, no protests were received by the Town pursuant to C.R.S. § 31-23-305; and

WHEREAS, the landowner of the Property requested the Property be zoned “Residential Multiple Family (R-2) with a Public Property/Governmental Use” overlay; and

WHEREAS, the R-2 zoning with a Public Property/Governmental use overlay classification as requested is consistent with the Town's plan and goals for the area encompassed by the Grand County Library District Annexation; and

WHEREAS, the Kremmling Planning and Zoning Commission held a public hearing on July 8, 2026, on the landowner's zoning request, finding that the requested zoning is appropriate;

WHEREAS, the Planning and Zoning Commission recommended that the Property be zoned R-2 zoning with a Public Property/Governmental use overlay;

WHEREAS, the Planning and Zoning Commission recommended an added condition of zoning be added, that proper sidewalks shall be required through either the site plan process, or the use by special review process, and has forwarded its recommendation to the Board of Trustees, and the Board of Trustees has duly considered that recommendation.

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

Section 1. That certain property contained within the Grand County Library District Annexation to the Town of Kremmling, the legal description of which is, “A tract of land in the N ½ of the SE ¼ and SW ¼ of the NE ¼, all in Section 8, Township 1 North,

Range 80 West of the 6th P.M., County of Grand, State of Colorado, known as the Grand County Library District Outright Exemption according to the Plat recorded March 12, 2026, under Reception No. 2026001512”, is hereby zoned Residential Multiple Family (R-2) with a Public Property/Governmental use overlay pursuant to the zoning ordinances of the Town, and the Town zoning map shall be amended accordingly.

Section 2. The governmental use overlay recognizes and approves a public library as an allowed land use, subject to Site Plan review, and no Use by Special Review is required.

Section 3. As a specific condition of this zoning designation and subsequent development approval, a proper sidewalk shall be required to be provided and approved during the Site Plan review process.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED
this 15th day of July, 2026.

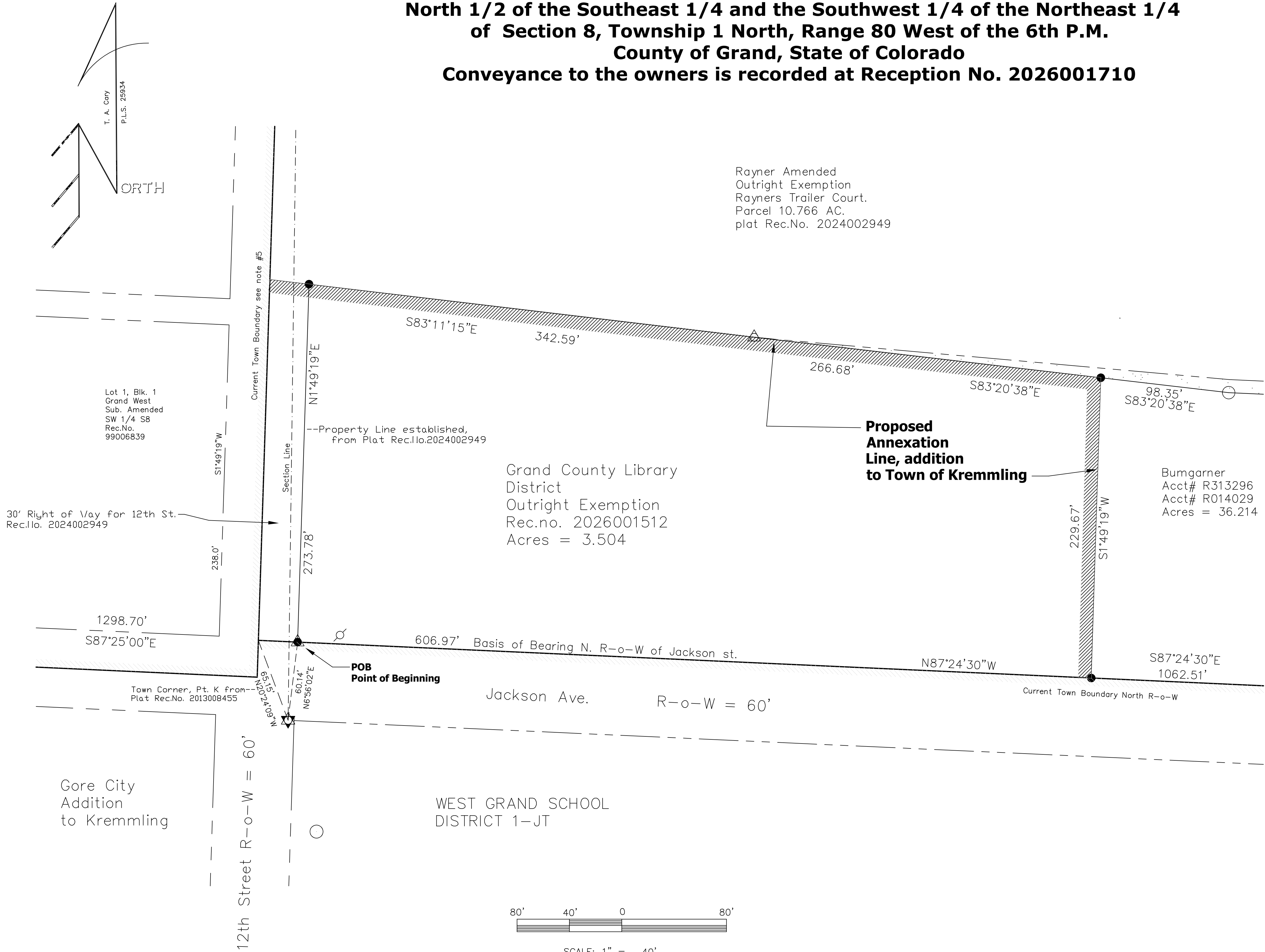
TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

ANNEXATION MAP
Grand County Library District Annexation
North 1/2 of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4
of Section 8, Township 1 North, Range 80 West of the 6th P.M.
County of Grand, State of Colorado
Conveyance to the owners is recorded at Reception No. 2026001710



- PLAT NOTES:
- DATE OF SURVEY: September 2025 THRU November 2025
 - Basis of Bearings is based upon the North R-o-W line of Jackson St., Bears N 83°20' 38" W.
 - This Grand County Library District Annexation Map, into the town of Kremmling, as described in Annexation Map Standards 14.04.050
 - The annexation is subject to an annexation agreement which has been recorded in the real property records of Grand County.
 - Town Boundary per Amended Final Plat Grand West Subdivision Rec.no. 99006839.

On PDF drawing, scale may be distorted
Scaled original drawing = 24" x 36"
any other printed size will not match

- LEGEND:
- ☆- 1/16th cor. 3" AL.cap in range box
 - △- Fnd. #4 rbar, Pnk.Plas.cap, W.Ward
 - Sanitary Sewer Manhole
 - Set PK nail / Washer Survey Point
 - ▲- Set #5 rbar, 2"AL.cap 25934
 - Set #4 rbar, Pnk.plas.cap, T A Cary 25934

Land Surveyor's Certificate:

I, Thomas Arthur Cary, a duly licensed professional land surveyor in the State of Colorado, does hereby certify that this plat and survey of Grand County Library District Annexation truly and correctly represents the results of a survey made by me or under my direction, and that said plat complies with the requirements of Title 38, Article 51, Colorado Revised Statutes, 1973, and that the monuments required by said statute and by the Grand County Outright Exemption Regulations have been placed on the ground

Dated this 23rd day of February, 2026.

Colorado registration number: 25934
(expires Oct. 2027)



LEGAL DESCRIPTION

A tract of land in the N1/2 of the SE1/4 and SW1/4 of the NE1/4, all in Section 8, Township 1 North, Range 80 West of the 6th P.M., and more particularly described as follows:

Beginning at the intersection of the North R-o-W of Jackson Ave. and the East R-o-W of 12th St., Kremmling, CO, from whence the S 1/16 of Section 8 bears S6°56'02"W a distance of 60.14 feet; Thence N1°49'19"E along the East R-o-W of 12th St., a distance of 273.78 feet, to the South line of Rayner Amended Outright Exemption plat Rec.no. 2024002949; Thence S83°11'15"E, along said South line, a distance of 342.59 feet; Thence S83°20'38"E, continuing along said South line, a distance of 266.68 feet; Thence S1°49'19"W a distance of 229.67 feet to the North R-o-W line of Jackson Ave.; Thence N87°24'30"W, along said R-o-W, a distance of 606.97 feet; to the point of beginning, containing 3.504 Acres ±

Owner Certificate
The undersigned does hereby cause the above described tract of land to be annexed to the Town of Kremmling under the name of the Grand County Library District Annexation.

OWNER:

Grand County Library District: President

STATE OF COLORADO)
COUNTY OF GRAND) ss

The foregoing instruments were acknowledged before me
this 20 day of February, 2026,
by Grand County Library District: President.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

TOWN BOARD OF TRUSTEES APPROVAL:

This is to certify that Grand County Library District Annexation was approved by Ordinance No. ??? on the 25th day of March 2026, and that the Mayor of the Town of Kremmling on behalf of the Town of Kremmling hereby acknowledges said annexation upon which this certificate for all purposes indicated hereon.

????????????, Mayor

Witness my hand and seal of the town of Kremmling.

ATTEST:

Joanna Eaton, Town Clerk

COUNTY CLERK AND RECORDER:

This map was filed for record in the office of the Clerk and Recorder at 10:00 O'clock AM, 2026, and is duly recorded in Book 25934, at Page No. 1, or at Reception No. 2026001710.

Clerk and Recorder
County of Grand
State of Colorado

By

Deputy

Cary Enterprise-D
Thomas A. Cary
305 GCR 1933
PO Box 122
Kremmling, Colorado 80459
1.970.724.2912 / 970.509.0185

Field Work: 1 November 2025
Drawing: 14 November 2025
Rev.
MSCAD 2024 Sheet 1 of 1
PLS 25934 Scale 1" = 40'
Loosehorse56@gmail.com



Kremmling Board of Trustees Regular Meeting

Agenda Item Cover Letter

Agenda Item:

Public Hearing: Discussion & Action Item. Town-Initiated Rezoning Proposal to Rezone Block 37, FIC Addition to the Town of Kremmling, located between 7th Street and 8th Street, and bounded by Railroad Avenue and Highway 9 / Tyler Avenue (including 511 S. 8th Street, 505 S. 8th Street, 507 S. 8th Street, and 704 Railroad Avenue) from the existing Single Family Residential (R-1) to Mixed Use (MU).

Department:

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

Executive Summary:

This item brings forward a Town-initiated rezoning request for the southern and eastern portions of Block 37, FIC Addition. Currently, the entire Block 37 is zoned Single-Family Detached Residential (R-1). However, this designation no longer reflects the long-standing physical structures, multifamily densities, and actual real-world uses currently operating on the block.

The primary objective of this application is to establish clear, continuous, and cohesive zoning along the north and east sides of Colorado Highway 9. Currently, out of nine blocks fronting this commercial highway corridor between Park Avenue and 10th Street, Block 37 stands alone as an isolated R-1 residential island. Rezoning these specific lots to Mixed Use (MU) will bring current legally nonconforming dimensions and multifamily units into compliance while opening vacant street-fronting land to logical commercial opportunities suited to a major transit corridor.

No immediate development or structural modifications are proposed under this application; the change simply corrects the regulatory framework to reflect the neighborhood's actual use and future potential.

Summary:

Code Requirements & Analysis

Pursuant to Kremmling Municipal Code (KMC) §17.05.020.D, a rezoning application must satisfy four specific statutory criteria. Staff evaluation confirms compliance as follows:

1. Promotes Health, Safety, or Welfare: The rezoning will not abruptly alter existing neighborhood conditions. It directly benefits community welfare by aligning long-standing residential densities and building footprints with proper municipal zoning designations.
2. Consistency with the Comprehensive Plan: The proposed change fulfills the

Comprehensive Plan's Land Use Objective to provide a balanced variety of districts that locate commercial uses along high-traffic corridors while maintaining proper community design.

3. Compatibility with Surrounding Uses: The MU zone permits both single-family residential homes and a broad array of light commercial properties. The properties directly across the street to the south are zoned Industrial, and adjacent properties to the north are Mixed Use. The change creates a seamless buffer.
4. Changed Conditions in the Community: Since Block 37 was first established, surrounding blocks along Highway 9 have successfully transitioned to Mixed Use. Furthermore, inside the block itself, Lots 11–16 were long ago developed with multifamily duplexes that violate standard R-1 single-family limits but fit naturally within an MU footprint.

Planning Commission Recommendation

At its regular meeting on July 8, 2026, the Kremmling Planning and Zoning Commission held a public hearing. During this meeting, the Commission reviewed the staff report, examined public notices, and gathered public comments. Following these discussions, the Commission voted to recommend approval to the Board of Trustees and formally adopted Resolution 2026-07-03PZ.

Financial Impacts:

Since this is a Town-initiated application, the mailing and publication fees have been covered by the Town, amounting to approximately \$130. Additionally, recording fees and costs for updating the map are estimated at \$100 to \$200.

Staff Recommendation:

1. I move to approve the Rezoning request from Single Family Detached Residential (R-1) to Mixed Use (MU) for Lots 5 through 9 (parts of Lots 8 and 9) and Lots 11 through 16 of Block 37, FIC Addition to the Town of Kremmling, finding that the application complies with all rezoning criteria set forth in §17.05.020.D of the Kremmling Municipal Code.
2. Motion to table the rezoning of Block 37 of the FIC Addition until the _____ meeting.
3. Deny approval.

Attachments:

1. Packet Rezone Blk 37
2. Reso 2026-07-03PZ Rezone Block 37 Recc 07.08.2026

**TOWN MANAGER REPORT ON REZONING REQUEST
PURSUANT TO KMC 17.05.020.C (REZONING)**

APPLICATION INFORMATION:

Applicant: Town of Kremmling
200 Eagle Avenue
P.O. Box 538
Kremmling, CO 80459
(970) 724-3249 (ask for Planner)

1. Subject Property: Block 37, Frontier Investment Company Addition to the Town of Kremmling. The block is bounded by Railroad Avenue on the north; Seventh Street on the west, Eighth Street on the east, and Highway 9 on the south.

2. Current Zoning: Single Family Detached Residential (R-1)

Proposed Zoning: KMC 17.04.010.E. Mixed Use District. "In order to encourage a wide variety of commercial activities and residential uses in defined areas on the periphery of the Town, resulting in the extensive and attractive use of these areas of the Town, the following mixed use district is established: 1. MU: Mixed Use"

3.a Request: Rezone Block 37 from Single Family Detached Residential (R-1) to Mixed Use (MU)

3.b Alternate Request: Rezone Lots 5 through 9 (parts of Lots 8 and 9) and Lots 11 through 16 Single Family Detached Residential (R-1) to Mixed Use (MU)

4. Current Use: 704 Railroad Avenue single family detached house on Lots 1-4; yard and vacant land on lots 6-10;

505 South 8th Street and 507 South 8th Street Single family detached house per address;

511 South 8th Street Multifamily dwelling, limited consisting of a Duplex (vertical).

Surrounding Uses: 606 Railroad: (already Mixed Use zone) multifamily housing, limited, and detached single family housing.

All other adjacent uses north of Highway 9 are single family housing. Adjacent zoning south of Highway 9 is Industrial, and uses are retail and storage uses.

5. Proposed Use: No current changes. Continued conforming single family detached housing, conform zoning to Multifamily Housing (Limited); and make Lots available for Mixed Use listed Permitted Uses and Uses by Special Review.

Under the Alternate Request, Lots 6-10 and Lots 11-16 would be available for Mixed Use while Lots 1-5 and 17-20 will remain R-1 Single Family Detached Residential.

6. Ownership:

704 Railroad (Lots 1-9 (Lot 10 is part of Hwy 9) : James & Marilynn Heeney Trust

505 S. 8th Street (Lots 19-20) James E. Hooks II

507 S. 8th Street (Lots 17-18) Judith K. Romero

511 S. 8th Street (Lots 11-16) Jacob Bomba

7. Reason for Application:

Except for this Block 37, all lots immediately adjacent to the east and north sides of Colorado Highway 9 from Park Avenue to 10th Street are zoned Mixed Use. The lots on the east half of the blocks between Park Avenue and Railroad Avenue east of Colorado Highway 9 are zoned R-1.

The proposed zoning change would make consistent the zoning on Highway 9, instead of a single block zoned R-1 among the 9 blocks in the MU zone. The fact of an isolated R-1 block in the middle of the MU zoned parcels is not the best zoning policy.

The proposed change would give the owners options in terms of potential uses that reflect the fact of Highway 9 and the planning goal of property on main traffic ways zoned commercial.

ZONING & LAND USE:

8. The Proposal Complies with Comprehensive Plan Goals

Land Use and Community Design, Goal: Land Use

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.

The proposal also aligns with the prior zoning of the remainder of the blocks on the east and north sides of Highway 9, and sets the stage for future development of uses along the highway. The actual use of the rezoned land remains with the current owners and

successor owners: the Mixed Use zone permits development for housing and a variety of other uses.

9. CODE REQUIREMENTS

17.05.020 - Rezoning process.

D. Rezoning criteria:

1. No application for rezoning shall be approved except in compliance with each of the following criteria:

- a. The proposed rezoning promotes the health, safety or welfare of the Town's inhabitants.
- b. The proposed rezoning is consistent with the Comprehensive Plan.
- c. The proposed zoning is compatible with the surrounding uses.
- d. Changed conditions in the community since the time the current zoning district was first established make rezoning a logical extension of desired development and land use patterns.

10. REZONING CODE CRITERIA APPLIED:

a. The proposed rezoning promotes the health, safety or welfare of the Town's inhabitants.

Criteria Met: The current uses of any involved property will not change following the rezoning. The rezoning allows the use of the property to align with the zoning.

b. The proposed rezoning is consistent with the Comprehensive Plan.

Criteria Met: See Section 8 above.

c. The proposed zoning is compatible with the surrounding uses.

Criteria Met: Uses available under the proposed zoning include allowed current uses and will allow additional, compatible uses.

d. Changed conditions in the community since the time the current zoning district was first established make rezoning a logical extension of desired development and land use patterns.

Criteria Met: Changed conditions since the original zoning are that Lots 11-16 were developed with an R-2 use since the original zoning, and all other blocks east and north of Highway 9 were rezoned. Other commercial development along Highway 9 converted prior uses to commercial, such as the former United States Forest Service offices are now multi-

use; Alpine Motor Sports and Badlands Storage converted a former gravel pit; and the former meat plant is now more retail-oriented.

11. DIMENSIONAL STANDARDS

Current Dimensional Standards (KMC 17.04.020.B.3) for the current R-1 zone are:

- a. Minimum lot size 6,000 square feet
- b. Minimum front setback: fifteen (15) feet
- c. Minimum side setback: seven and one half (7.5) feet residence; five (5) feet accessory structure.
- d. Minimum rear setback: ten (10) feet for principal structure; (5) feet for accessory structure.

The Dimensional Standards (KMC 17.04.020.G.3) for the proposed MU zone are:

For residential structures:

- i. Minimum lot area: Seven thousand five hundred (7,500) square feet, unless the lot is a town home lot, in which case the minimum lot size shall be three thousand five hundred (3,500) square feet.
- ii. Minimum front setback: Fifteen (15) feet.
- iii. Minimum side setback: Seven and one half (7.5) feet for the residence, five (5) feet for accessory structure.

It should be noted that the existing parcels and \structures on Lots 11-20 are presently non-conforming as to dimensions (side/rear setbacks), and the non-conforming status will continue in the new zone.

12. NOTICE AND PUBLIC COMMENTS

This Rezoning application has had proper public notification pursuant to 17.09.010 of the Kremmling Municipal Code (KMC). A Newspaper Publication was published in the Sky-Hi Newspaper on June 17, 2026, providing notification of the hearing and requesting comments. A Surrounding Property Owners Mailing was sent to adjacent property owners providing notification of the meeting and requesting comments on February 26, 2025. A Property Posting was posted on March 7, 2025.

One in-person comment was received from the owner of Lots 1-9. Mr. Heeney inquired about impacts such as property tax (no change from residential taxation) and uses. The fact that he remains in control of his entire parcel and that there are no proposed

developments for any of Block 37 apparently alleviated concerns about potential development.

13. STAFF RECOMMENDATION

Staff recommends approval of the Rezoning request finding the application meets all criteria required in 17.05.020.D of the KMC.

14. SAMPLE MOTIONS

A. Sample Motion Recommending Approval to rezone the entire Block 37:

I move to approve the Rezoning request from Single Family Detached Residential (R-1) to Mixed Use (MU) for Block 37, FIC Addition to the Town of Kremmling, finding the application meets all criteria required in §17.05.020.D of the KMC, and that the Commission adopt Resolution 2026-07-03, and authorize the Chair to sign.

B. Sample Motion Recommending Approval to rezone only south lots of Block 37:

I move to approve the Rezoning request from Single Family Detached Residential (R-1) to Mixed Use (MU) for Lots 5 through 9 (parts of Lots 8 and 9) and Lots 11 through 16 of Block 37, FIC Addition to the Town of Kremmling, from Single Family Detached Residential (R-1) to Mixed Use (MU) , finding the application meets all criteria required in §17.05.020.D of the KMC, and that the Commission adopt Resolution 2026-07-03, and authorize the Chair to sign.

C. Sample Motion Recommending Denial:

I move deny the Rezoning request finding the application does not meet all criteria required in 17.05.020.D of the KMC, specifically: {Identify which criteria below the application does not meet}

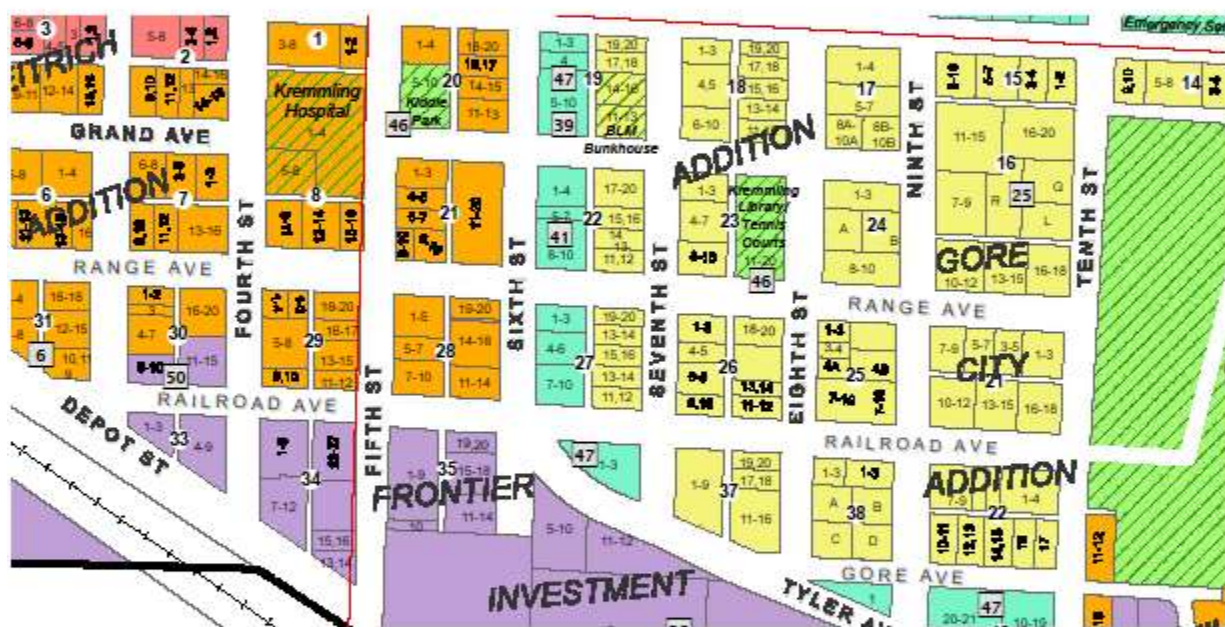
1. The proposed rezoning promotes the health, safety or welfare of the Town's inhabitants.
2. The proposed rezoning is consistent with the Comprehensive Plan.
3. The proposed zoning is compatible with the surrounding uses.
4. Changed conditions in the community since the time the current zoning district was first established make rezoning a logical extension of desired development and land use patterns.

15.	ATTACHMENTS	<u>Page</u>
1.	Aerial View of Block 37, FIC, and surrounding area	7
2.	Excerpt of Current Zoning Map	8
3.	Kremmling Municipal Code provisions:	
	KMC Sections 17.05.010 and 17.05.020 – Rezoning	9
	KMC Section 17.04.020.B, “R-1 Single Family Detached Residential”	11
	KMC Section 17.04.020.H, “MU Mixed Use”	12
4.	Proof of Public Notice	
	Publication Sky-Hi News	14
	Property Posted	16
	Certified Mailing to surrounding property owners	18



Aerial view of Block 37, FIC and surrounding area

Zoning Map Excerpt showing Block 37, FIC and surrounding area current zoning



17.05 – Rezoning

17.05.010 General

The procedure for changing the boundaries or area of any zone district, or for changing the zoning classification of any lot, as shown on the Official Zoning Map shall be as follows:

A. Applicant. A rezoning may be initiated by:

1. The owner of the lot proposed for rezoning.
2. Any person with the written consent of the owner of the lot proposed for rezoning.
3. The Planning and Zoning Commission.
4. The Town Board of Trustees.

(Ord. 454 §1, 2000)

17.05.020 Rezoning Process

A. Pre application conference. The applicant must attend and participate in a pre application conference with the Town Manager prior to submitting a rezoning application. The preapplication conference is an informal meeting between the applicant and the Town Manager or designee to discuss the proposed application and familiarize the applicant with the applicable requirements of this Zoning Code.

B. Submittal requirements. The following information shall be submitted to the Town Manager's staff on the form provided by the Town any time after the pre application conference.

1. Name, address, telephone number of the applicant and all owners.
2. Street address and /or legal description of the property to be rezoned.
3. Description of existing zoning, land uses and adjacent zoning and land uses.
4. Description of the proposed use and an explanation of how the use complies with applicable standards.
5. Rezoning fee.

C. Application procedures.

1. The Town Manager shall prepare a report stating whether the application conforms to applicable provisions of the Town Code and recommending approval, approval with conditions or denial.

2. After the Town Manager's staff determines the application is complete and the report has been completed, staff shall establish the time and place for a public hearing.

Notice of the hearing shall be provided pursuant to Chapter 17.09.

3. The Planning and Zoning Commission shall hold a public hearing to review the application and the Town Manager's recommendation and shall recommend approval, approval with conditions or deny the application.

4. Following the Planning and Zoning Commission hearing on the rezoning application, the Town Board shall, after giving such notice as is required by state statutes for adopting or amending a zoning ordinance, hold a hearing to consider the rezoning request. Using the criteria in the Zoning Code for rezoning requests, the Town Board shall approve, approve with conditions, or deny the rezoning.

D. Rezoning criteria:

1. No application for rezoning shall be approved except in compliance with each of the following criteria:

a. The proposed rezoning promotes the health, safety or welfare of the Town's inhabitants.

b. The proposed rezoning is consistent with the Comprehensive Plan.

c. The proposed zoning is compatible with the surrounding uses.

d. Changed conditions in the community since the time the current zoning district was first established make rezoning a logical extension of desired development and land use patterns.

(Ord. 454 §1, 2000)

17.04.020 Use and dimensional requirements.

B. R 1: Single Family Detached Residential

1. Permitted Uses. The following categories are permitted uses in R 1 zone districts.
 - a. Single family dwellings.
 - b. Accessory structures to any permitted use or any approved use by special review.
 - c. Fences up to six (6) feet in height. (Ord. 533 §8, 2008)
 - d. Home occupations in conformance with home occupation standards set forth in 17.04.020.F. (Ord. 588 §6, 2010)
 - e. Family Childcare Home. (Ord. 590 §6, 2011)
2. Uses by Special Review. The following categories are allowed in R 1 zone districts only by special review:
 - a. Guest houses eight hundred (800) sq. ft. or larger.
 - b. Parks and playgrounds.
 - c. Churches.
 - d. Schools.
 - e. Bed and breakfasts.
 - f. Garages larger than one thousand two hundred (1,200) square feet in area. (Ord. 533 §9, 2008)
 - g. Fences in excess of six (6) feet in height. (Ord. 533 §10, 2008)
 - h. Storage structures larger than three hundred (300) square feet in area. (Ord. 533 §11, 2008)
3. Dimensional requirements. The following dimensional requirements apply to all structures constructed or located in the R 1 zone district.
 - a. Minimum lot area: seven thousand five hundred (7,500) square feet in subdivisions approved after the effective date of this Zoning Code; six thousand (6,000) square feet for all other lots.
 - b. Minimum front setback: fifteen (15) feet
 - c. Minimum side setback: seven and one half (7.5) feet residence; five (5) feet accessory structure.
 - d. Minimum rear setback: ten (10) feet for principal structure; (5) feet for accessory structure.

17.04.020.G

MU: Mixed Use.

1. Permitted Uses. The following categories of uses are permitted in the MU zone district:

- a. Retail commercial and service establishments.
- b. Professional buildings.
- c. Theaters and movie houses.
- d. Rental, repair and wholesaling facilities in conjunction with other uses permitted in MU, provided that such activity is incidental and accessory to the use and conducted within a building.
- e. Drinking and eating establishments.
- f. Vehicle parts, sales, leasing and rentals.
- g. Laundry and dry cleaning establishments.
- h. Commercial recreational facilities.
- i. Fences up to six (6) feet in height.
- j. Home occupations in conformance with home occupation standards set for in 17.04.020.F
- k. Family Childcare Home.
- l. Single family dwellings.
- m. Accessory structures to any permitted use listed herein or any approved use by special review.

2. Uses by Special Review. The following categories are allowed in the MU zone district only by special review.

- a. Hotels, motels, boarding houses, lodging houses.
- b. Commercial nurseries and greenhouses.
- c. Recreational vehicle parks.
- d. Funeral parlors.
- e. Any use, whether permitted or not, that may create an unusual traffic hazard or any objectionable noise, dust vapor, fumes, odor, smoke, vibration, glare, or waste disposal problems.
- f. Multiple family dwellings (must meet all requirements of R 2 zoning district).
- g. Service stations, repair garages.
- h. Community service facilities.
- i. Schools.
- j. Bed and breakfasts.

- k. Townhouses.
- l. Wholesaling and distribution
- m. Indoor warehousing and enclosed garage.
- n. Garages large than one thousand two hundred (1,200) square feet in area.
- o. Fences in excess of six (6) feet in height.
- p. Storage structures larger than three hundred (300) square feet in area.
- q. Woodworking, general assembly and other similar activities.
- r. Custom meat processing facilities.
- s. Guest houses eight hundred (800) square feet or larger.
- t. Parks and playgrounds.
- u. Churches.

3. Dimensional requirements. The following dimensional requirements apply to all structures constructed or located within the MU zone district.

a. For non residential structures:

- i. Minimum lot area: Two thousand five hundred (2,500) square feet.
- ii. Minimum front setback: None required.
- iii. 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.
- iv. 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 property snow handling.

b. For residential structures:

- i. Minimum lot area: Seven thousand five hundred (7,500) square feet, unless the lot is a town home lot, in which case the minimum lot size shall be three thousand five hundred (3,500) square feet.
- ii. Minimum front setback: Fifteen (15) feet.
- iii. Minimum side setback: Seven and one half (7.5) feet for the residence, five (5) feet for accessory structure.

(

AFFIDAVIT OF PUBLICATION**Ad #: NtclClwpTfEKsdl4hVvb****Customer: TOWN OF KREMMLING**

State of Florida, County of Orange, ss:

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

That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of 1 insertion; and that the first publication of said notice was in the issue of said newspaper dated 17 Jun 2026 in the issue of said newspaper. That said newspaper was regularly issued and circulated on those dates.

Total cost for publication: \$39.94**Edmar Corachia**

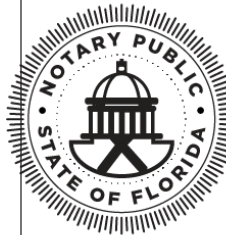
(Signed) _____

VERIFICATIONState of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 06/17/2026

_____
Notary Public

Notarized remotely online using communication technology via Proof.

**PAMELA BAEZ**
Notary Public - State of Florida**Commission # HH 732409****Expires on October 19, 2029**

**TOWN OF KREMMLING, COLORADO
NOTICE OF PUBLIC HEARINGS**

Notice is hereby given that the Planning and Zoning Commission of the Town of Kremmling will hold a Public Hearing commencing at 6:00 p.m., Wednesday, July 8, 2026, at the Kremmling Area Chamber of Commerce, 203 Park Avenue, Kremmling, CO 80459. The purpose of the Public Hearing is to consider a Town-initiated rezoning proposal to rezone Block 37, FIC Addition to the Town of Kremmling, located between 7th Street and 8th Street, and bounded by Railroad Avenue and Highway 9 / Tyler Avenue (including 511 S. 8th Street, 505 S. 8th Street, 507 S. 8th Street, and 704 Railroad Avenue). The proposed change is from the existing Single Family Residential (R-1) to Mixed Use (MU). The purpose of the proposal is to align the block's zoning with long-established, actual multi-family and neighborhood uses, establishing a continuous Mixed Use corridor along Highway 9. The process for a rezone application involves public hearings before the Planning Commission (PC) and the Board of Trustees (BoT). The PC will make a recommendation to the BoT for final action.

Further Notice is hereby given that the Board of Trustees of the Town of Kremmling will hold a Public Hearing commencing at 6:00 p.m., Wednesday, July 15, 2026, at the Kremmling Area Chamber of Commerce, 203 Park Avenue, Kremmling, CO 80459. The purpose of the Public Hearing is to consider a rezoning application from Single Family Residential (R-1) to Mixed Use (MU). The subject property location/description is Block 37, FIC Addition—located between 7th Street and 8th Street, and bounded by Railroad Avenue and Highway 9 / Tyler Avenue (including 511 S. 8th Street, 505 S. 8th Street, 507 S. 8th Street, and 704 Railroad Avenue).

Any person may appear at the Public Hearings and be heard regarding the matters under consideration. Copies of the application and other related application materials are on file and available for public inspection in the office of the Town Clerk, 200 Eagle Avenue, during regular business hours.

/s/
Teagan Serres, Town Clerk
**PUBLISHED IN THE SKY-HI NEWS AND MIDDLE
PARK TIMES ON WEDNESDAY, JUNE 17, 2026.**



511

**NOTICE OF
PUBLIC HEARING**
PURPOSE & TYPE OF APPROVAL:
TOWN INITIATED REZONING
APPLICANT NAME AND ADDRESS:
TOWN OF KREMMLING
22 BOX 518, KREMMLING, CO 80459
HEARING DATE/TIME: 7/20/2016 @ 6:00
PM
HEARING LOCATION: 201 PARK
AVENUE, Kremmling, CO 80459
LEGAL DESCRIPTION/GENERAL
LOCATION: E1/4 ADDITION TO
KREMMLING TOWNSHIP, BLOCK 37
FOR MORE INFORMATION: Call the
Kremmling Community Development
Department at 970-724-3249 or email
planner@townofkremmling.org

NOTICE OF PUBLIC HEARING

PURPOSE & TYPE OF APPROVAL:
TOWN INITIATED REZONING.

APPLICANT NAME AND ADDRESS:
TOWN OF KREMMLING

PO BOX 538, KREMMLING, CO 80459

HEARING DATE/TIME: 7/8/2026 @ 6:00
PM

HEARING LOCATION: 203 PARK
AVENUE, Kremmling, CO 80459

LEGAL DESCRIPTION/GENERAL
LOCATION: FIC ADDITION TO
KREMMLING LOT: 1-20 BLOCK 37

FOR MORE INFORMATION: Call the
Kremmling Community Development
Department at 970-724-3249 or email
planner@townofkremmling.org

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Rezone Block 37, FIC

Staff Report

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Jacob Bomba

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RESOLUTION 2026-07-03PZ

**A RESOLUTION BY THE PLANNING AND ZONING COMMISSION REQUESTING
THAT THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING, COLORADO
REZONE BLOCK 37, FIC ADDITION**

WHEREAS, the Town Manager has requested rezoning all or part of Block 37 of the Frontier Investment Company's Addition to the Town of Kremmling; and

WHEREAS, public hearing on the requested rezoning has been properly noticed; and

WHEREAS, a public hearing on the request and staff recommendation to rezone the property was conducted before the Planning and Zoning Commission on July 8, 2026; and

WHEREAS, the Planning and Zoning Commission of the Town of Kremmling has considered the neighborhood, the current uses, and future possible development of Block 37 of the Frontier Investment Company's Addition to the Town of Kremmling; and

WHEREAS, the north and east sides of Colorado Highway 9, which highway is also denominated as Tyler Avenue and Sixth Street, are zoned as MU-Mixed Use except for Block 37, a single block lying between Highway 9 and Railroad Avenue, and Seventh and Eighth Street; and

WHEREAS, one or more of the existing structures have more than one dwelling unit, contrary to the current zoning; and

WHEREAS, not all structures on Block 37 meet the R1 zone dimension requirements; and

WHEREAS, the current R1 Single Family Detached Residential Zone does not reflect the actual use of housing on the block; and

WHEREAS, the vacant land on Block 37 fronts Highway 9 and would be suitable for uses allowed in the Mixed Use zone; and

WHEREAS, rezoning would not constitute spot zoning because rezoning will make consistent the zoning along the north and east sides of Highway 9; and

WHEREAS, the re-zoning to an MU zoning district will reflect the actual use of Block 37, the potential and best uses of Block 37, and provide a cohesive and continuous zoning along the north and east sides of Colorado Highway 9; and

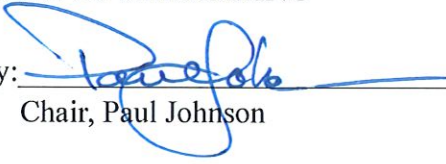
WHEREAS, the Planning and Zoning Commission can recommend zoning and re-zoning actions for adoption by the Board of Trustees;

NOW, THEREFORE BE IT RESOLVED, the Planning and Zoning Commission hereby recommends to the Board of Trustees of the Town of Kremmling that Lots 5 through 9 (parts of

Lots 8 and 9) and Lots 11 through 16, Block 37, Frontier Investment Company's Addition to the Town of Kremmling be re-zoned and the "MU-Mixed Use" be established for said lots.

Duly moved, seconded and passed this 8th day of July, 2026.

PLANNING AND ZONING COMMISSION
TOWN OF KREMMLING

By: 
Chair, Paul Johnson



Kremmling Board of Trustees Regular Meeting

Agenda Item Cover Letter

Agenda Item:

Public Hearing: Discussion & Action Item. Resolution No. 2026-07-03: A Resolution Appropriating Additional Sums of Money to the General Fund to Cover the Town's Matching Share for the Kremmling Police Department HVAC Replacement Project for the 2026 Budget Year.

Department:

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

Executive Summary:

The Kremmling Police Department (KPD) is seeking to amend the 2026 General Fund budget to address a critical infrastructure failure discovered during a planned facility improvement. While the Town initially intended to install a window in the KPD sleeping quarters, the discovery of a failing 40-year-old furnace necessitated an immediate shift in scope to a comprehensive HVAC replacement to ensure the department's safety and operational efficiency.

Summary:

The "Police Sleeping Quarter Provision" was originally identified as a priority for the DOLA Workforce, Benefits & Technology Strategies Grant. However, during the initial phase of that project, it was determined that the building's furnace was at the end of its functional life. Chief of Police Jesse Lisenby subsequently pivoted the project focus and solicited competitive bids for an HVAC solution:

- Docheff Heating and Air: \$17,414 for a 3-zone mini-split system.
- High West Heating & Cooling: \$16,743 for a 3-zone mini-split system.
- High West Heating & Cooling (Selected): \$17,350 for a full furnace replacement with AC.

The Department of Local Affairs (DOLA) has confirmed that this technical scope change from the sleeping quarters window to the HVAC system is acceptable under current grant guidelines.

Financial Impacts:

The selected contract with High West Heating & Cooling totals \$17,350. The funding structure for this amended project is as follows:

- Grant Assistance: \$6,975 remains allocated through grant revenue.

- Original Municipal Match: The Town previously committed \$2,325 toward the original project scope.
- Additional General Fund Appropriation: To cover the increased costs of the HVAC system over the initial window project, an additional \$10,375 must be appropriated from the Town's General Fund balance.

Resolution No. 2026-07-03 formally increases the General Fund appropriation and the Police Department Capital Outlay expenditure threshold by \$10,375 to fulfill this obligation.

Staff Recommendation:

1. Motion to approve Resolution No. 2026-07-03: A Resolution Appropriating Additional Sums of Money to the General Fund to Cover the Town's Matching Share for the Kremmling Police Department HVAC Replacement Project for the 2026 Budget Year, as presented.
2. Motion to table Resolution No. 2026-07-03: A Resolution Appropriating Additional Sums of Money to the General Fund to Cover the Town's Matching Share for the Kremmling Police Department HVAC Replacement Project for the 2026 Budget Year, until the _____ meeting.
3. Deny approval.

Attachments:

1. KPD HVAC Budget Amend Reso 07.15.2026
2. Kremmling PD Furnace&AC
3. High West Quote 1
4. Docheff HVAC Proposal

**TOWN OF KREMMLING
RESOLUTION NO. 2026-07-03
(Pursuant to Section 29-1-109, C.R.S.)**

**A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO THE
GENERAL FUND TO COVER THE TOWN'S MATCHING SHARE FOR THE
KREMMLING POLICE DEPARTMENT HVAC REPLACEMENT PROJECT FOR THE
2026 BUDGET YEAR.**

WHEREAS, the Board of Trustees adopted the annual budget for the 2026 fiscal year on November 19, 2025; and

WHEREAS, the Kremmling Police Department requires a critical facility infrastructure update to replace its furnace and install air conditioning (AC); and

WHEREAS, the Chief of Police solicited competitive bids and selected High West Heating & Cooling to perform a comprehensive furnace replacement with AC for a total contractual cost of \$17,350; and

WHEREAS, the Department of Local Affairs (DOLA) has been notified of the technical scope change for this project and has explicitly stated the alteration is acceptable; and

WHEREAS, the preliminary fiscal plan allocated \$6,975 through grant assistance and \$2,325 from municipal resources; yet, following the technical modification of the project scope, it is imperative to adjust the appropriations to ensure the Town fulfills its financial commitment, necessitating that \$10,375 be provided from the Town's General Fund balance;

WHEREAS, it is necessary to formally amend the 2026 General Fund budget allocations to establish an explicit appropriation threshold for the Town's specific expenditure portion of this facility capital improvement under the Police Department budget; and

WHEREAS, the Board of Trustees finds it is in the best interest of the health, safety, and operational efficiency of the town's law enforcement personnel and residents to authorize this budget amendment.

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

1. That the 2026 appropriation for the General Fund is hereby increased from \$0 to \$10,375 in the General Fund balance to reflect the receipt of unanticipated revenue due to a fund balance appropriation to offset the costs of a Capital Improvement Project; and
2. That the 2026 expenditure for the Police Department Capital Outlay is hereby adjusted and increased to reflect the Town's remaining financial obligation of \$10,375 for the High West Heating & Cooling contract for the KPD HVAC project.

Account Number / Description	Original 2026 Budget	Amended 2026 Budget
00-003-2900 Fund Balance	\$0	\$10,375
00-140-7000 Capital Outlay	\$0	\$10,375

INTRODUCED, READ, AND ADOPTED by the Board of Trustees of the Town of Kremmling, Colorado, on this 15th day of July 2026.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk



4-24-26

Thank you for giving High West Heating and Cooling the opportunity to earn your business. Below you will find a bid for replacing your furnace and add AC. Carrier equipment has a 10-year parts warranty and a 20-year heat exchanger warranty. High West is offering a 1-year labor warranty. This includes the disposal of your old equipment and the permit needed to replace your furnace. All bids are subject to change after 30 days.

- Carrier Single-Stage Gas Furnace (95% efficiency) Model#59SC6A080M21-20 **\$5,518**
- Carrier Single-Stage AC 26SPA636W023 **\$6,504**
- Evap Coil CVAMA4221XMA **\$1,696**
- Flue/ fittings/ line set/ pad/ t-stat/ supply and return plums **\$1,312**
- Tax **N.A.**
- Labor **\$2,320**

Total \$17,350

If you choose High West, we do require a 50% down payment and the remaining balance would be due when the job is complete. Please feel free to contact me with any questions.

Thanks,
Chris Hinkel
High West Heating and Cooling LLC
970-724-9208



3/6/26

Thank you for giving High West Heating and Cooling the opportunity to earn your business. Below is a bid for installing your heating and cooling equipment. Carrier offers a 10-year parts warranty. High West is offering a 1-year labor warranty. All bids are subject to change after 30days.

High Wall Option

- Carrier HP-1- 37MGHAQ36EA3 Out Door Heat Pump System R454B **\$5,875**
- Carrier High Wall 45MAHAQ09XA3 **\$918**
- Carrier High Wall 45MAHAQ12XA3 **\$970**
- Carrier High Wall 45MAHAQ12XA3 **\$1,440**
- Heat Pump Wall Mount Bracket **\$490**
- Line Sets and Communication Cable **\$1,250**
- Tax **N.A.**
- Labor **\$5,800**

Total \$16,743

Cassette Option

- Carrier HP-1- 37MGHAQ36EA3 Out Door Heat Pump System R454B **\$5,875**
- Carrier Cassette 45BCAQ12XA3 (Quantity-Two) **\$2,628**
- Carrier Cassette 45BCAQ24XA3 **\$2,075**
- Cassette Grill 45MBCQ01XXX3 (Quantity-Two) **\$364**
- Cassette Grill 45MBCQ01XXX3 **\$298**
- Heat Pump Wall Mount Bracket **\$490**
- Line Sets and Communication Cable **\$1,250**
- Tax **N.A.**
- Labor **\$5,800**

Total \$18,780

If you choose High West, we do require a 50% downpayment before any work begins. The balance will be due at the time of the job completion.

Thanks,
Chris Hinkel
High West Heating and Cooling LLC
PO Box 40 Kremmling CO 80459
970-724-9208

Docheff Heating and Air
970-531-9656
codydocheff@gmail.com
3917 Co Rd 3
Parshall, CO 80468



Estimate #: 1058
Date: 3/24/2026
Valid until: 4/23/2026

Jesse Lisenby

We recommend the installation of the following mini-split system, expertly configured to meet the specific needs of your space.

System Details:

Outdoor Unit (Condenser): Mitsubishi MXZ-4D30NL

BTU Capacity: 30,000 BTU

SEER2 Rating: 21

Indoor Units (Wall-Mounted Heads): 3 units total

Unit 1: Mitsubishi MSZ-FX09NL

Location: Front Office

BTU Capacity: 9,000 BTU

Unit 2: Mitsubsihi MSZ-FX12NL

Location: Main Office Area

BTU Capacity: 12,000 BTU

Unit 3: MSZ-FX06NL

Location: Sleeping Area

BTU Capacity: 6,000 BTU

Install Minisplits for Cooling

Product / Service	Quantity	Unit price	Total
Mitsubishi 30KBTU Mini Split Install	1	\$17,414.00	\$17,414.00
Install Mitsubishi 30KBTU mini split system			
-Install one 9,000 BTU minisplits head in front office area.			
-Install one 6,000BTU head unit in the sleeping area			
-Install one 12,000 BTU head in the main office area.			
-All lineset and power cable will be ran and installed in the drop ceiling			
-Drain line will be ran to the outside of the building and a 3/4" pvc pipe ran to the ground to prevent splashing.			
Condensing unit will be installed on the east wall outside, about 5' off the ground so the heat pump can be utilized in the winter			
-Mounting Brackets will be installed to the side of the building on the east wall to hang the condenser.			

This Total also includes the high voltage electrical connections and state permitting required for the job.

Subtotal:	\$17,414.00
Initial deposit:	\$10,448.40
Balance due at completion:	\$6,965.60
Total:	\$17,414.00

Customer signature

Date



Kremmling Board of Trustees Regular Meeting

Agenda Item Cover Letter

Agenda Item:

Discussion & Action Item. Resolution No. 2026-07-04 A Resolution of the Board of Trustees of the Town of Kremmling, Colorado, Authorizing the Integrated Cost-Sharing and Procurement with the Kremmling Sanitation District for the 1st Street Bank Alternate and Railroad Avenue Restoration Projects within the 2026 Paving Program.

Department:

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

Executive Summary:

The Town of Kremmling and the Kremmling Sanitation District (“District”) have identified an opportunity to optimize infrastructure spending by integrating specific street restoration projects into a shared 2026 paving schedule. This resolution formalizes a cost-sharing framework for the 1st Street Bank Alternate and Railroad Avenue sectors, leveraging mutual resource sharing to eliminate duplicative mobilization fees and ensure seamless, edge-to-edge roadway finishes rather than fragmented trench patches.

Summary:

The Town's 2026 Street Paving Program, designed by Element Engineering, LLC, includes a base bid for 2nd Street, along with specialized structural alternates. Two of these alternates directly intersect with the District's service networks and mutual responsibilities:

- 1st Street (Bank) Alternate: Targeted asphalt patching adjacent to the bank.
- Railroad Avenue Cost Share: A full-roadway surface restoration project partitioned with the District.

By combining these scopes into a joint procurement and project management process, both entities reduce overall contract costs and simplify traffic-control logistics. This collaborative approach aligns with the Town's Comprehensive Financial Management Policies, which mandate proactive intergovernmental coordination to scale efficiency. Town staff, including the Public Works Director and Town Manager, have reviewed the resolution and recommend its adoption to ensure the maintenance of high-quality municipal assets.

Financial Impacts:

The Town's fixed financial commitment for these shared sectors is as follows:

- 1st Street (Bank) Alternate: \$12,000.00.
- Railroad Avenue Cost Share: \$38,000.00.

Total expenditures of \$50,000.00 will be disbursed from the appropriate Capital Improvement or Street Maintenance funds, in strict accordance with the baseline municipal budget and legislative appropriation limits.

Staff Recommendation:

1. Motion to approve Resolution No. 2026-07-04 A Resolution of the Board of Trustees of the Town of Kremmling, Colorado, Authorizing the Integrated Cost-Sharing and Procurement with the Kremmling Sanitation District for the 1st Street Bank Alternate and Railroad Avenue Restoration Projects within the 2026 Paving Program as presented.
2. Motion to table Resolution No. 2026-07-04 A Resolution of the Board of Trustees of the Town of Kremmling, Colorado, Authorizing the Integrated Cost-Sharing and Procurement with the Kremmling Sanitation District for the 1st Street Bank Alternate and Railroad Avenue Restoration Projects within the 2026 Paving Program until the _____ meeting.
3. Deny approval.

Attachments:

1. Shared KSD Paving Reso 07.15.2026
2. 2026 Street Paving Project Board Memo
3. Kremmling San Asphalt Patching
4. 25-07-09 - Recommendation for Award KSD Collection System

**TOWN OF KREMMLING, COLORADO
RESOLUTION NO. 2026-07-03**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING,
COLORADO, AUTHORIZING THE INTEGRATED COST-SHARING AND
PROCUREMENT WITH THE KREMMLING SANITATION DISTRICT FOR THE 1ST
STREET BANK ALTERNATE AND RAILROAD AVENUE RESTORATION
PROJECTS WITHIN THE 2026 STREET PAVING PROGRAM**

WHEREAS, the Town of Kremmling has developed the 2026 Street Paving Project scope to address critical roadway failures and optimize public infrastructure lifecycle assets; and

WHEREAS, the Town's engineering firm, Element Engineering, LLC, has prepared a design, bidding, and construction framework for a base bid consisting of extensive infrastructure overhaul on 2nd Street (from Grand Avenue to south of Range Avenue), alongside specialized structural bid alternates; and

WHEREAS, the comprehensive construction estimate identifies key multi-agency project sectors that directly intersect with the service networks, excavation impacts, or mutual responsibilities of the Kremmling Sanitation District ("District"), specifically:

1. 1st Street (Bank) Alternate: Targeted asphalt patching adjacent to the bank, estimated at \$12,000.00.
2. Railroad Avenue Cost Share: An integrated, full-roadway surface restoration project partitioned with the District, tracking a fixed Town cost-share commitment of \$38,000.00; and

WHEREAS, the Comprehensive Financial Management Policies of the Town of Kremmling explicitly mandate that staff explore proactive resource sharing, intergovernmental coordination, and collaborative multi-agency financing to scale efficiency and minimize structural costs; and

WHEREAS, combining these specific paving scopes into a shared bid and project management process under the 2026 scheduling window eliminates duplicative mobilization fees, simplifies traffic control logistics, and drives down overall contract expenses; and

WHEREAS, the Town of Kremmling Board of Trustees desires to formalize this cost-sharing relationship with the District to execute full-width, seamless paving for the 1st Street Bank Alternate and the Railroad Avenue sector rather than permitting uncoordinated, fragmented roadway cuts.

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

Section 1. Authorization of Shared Paving Projects. The Board of Trustees hereby authorizes the integration of the 1st Street (Bank) Alternate and the Railroad Avenue Cost Share

into the joint municipal paving plan with the Kremmling Sanitation District, capturing the Town's budgeted allocation of \$12,000.00 and \$38,000.00, respectively.

Section 2. Execution of Intergovernmental Cost-Sharing Framework. The Town Manager or designee is authorized to negotiate and execute a shared task order or similar agreement with the District outlining the precise operational parameters, administrative processes, and final invoicing reconciliations for these shared sectors.

Section 3. Fiscal and Budgetary Compliance. Expenditures for the Town's portion of these projects shall be disbursed from the appropriate Capital Improvement or Street Maintenance funds, strictly in accordance with the baseline municipal budget and legislative appropriation limits.

INTRODUCED, READ, AND ADOPTED this 15th day of July, 2026.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

2026 Street Paving Project – Design, Bidding, and Construction Schedule

Base Bid

- 2nd Street – Grand Avenue to south of Range Avenue
- Remove existing asphalt pavement and failed subgrade.
- Install 6 inches of new aggregate base.
- Install 4 inches of new asphalt pavement.

Bid Alternates

- Asphalt patching on 1st Street adjacent to the bank.
- Asphalt patching on Kinsey Avenue. (Pre- Grand Cliffs)

Schedule

Milestone	Date
Board Approval	July 15
Plans Complete/Bid	August 10
Bids Due	September 1st
Board Award	September 16th
Construction Begins	September 28th
Construction Complete	October 16th

Engineering Services

Element Engineering will provide complete construction plans (no survey required), bid package preparation, bidding assistance, and up to two full days of on-site construction support.

Engineering Fee: \$9,200

Estimated Costs

- 2nd Street paving: \$150,000
- Additional Range Avenue: \$45,000
- Mobilization, traffic control, etc.: \$10,000
- Base Bid Total: \$205,000
- Kinsey Avenue Alternate: \$30,000

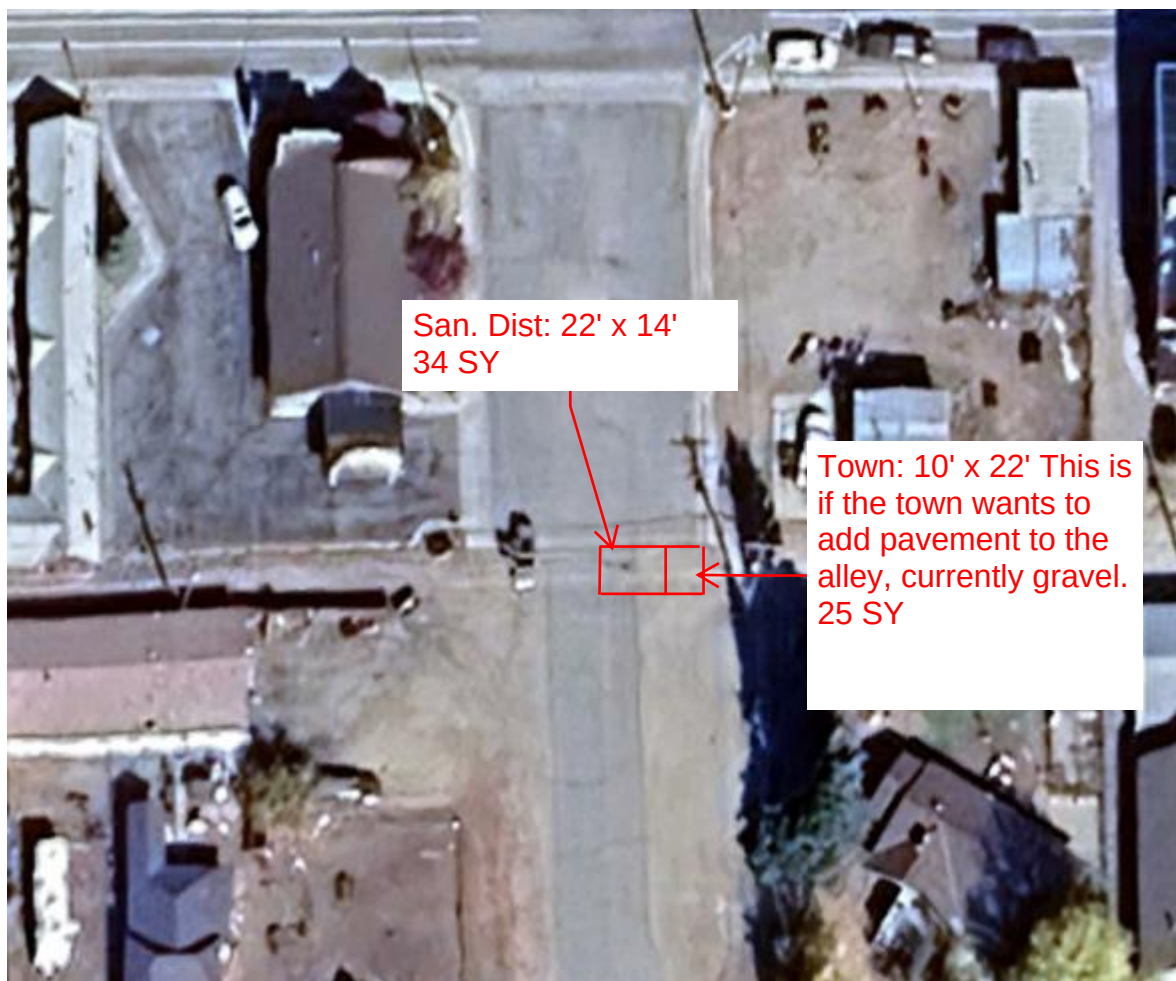
- 1st Street (Bank) Alternate: \$12,000
- Railroad Avenue Cost Share: \$38,000
- Total Construction Estimate: \$285,000
- Engineering: \$9,200
- Total Project Estimate: \$294,200

Budget Assumptions

Construction costs are estimated at approximately 10% above the Town's Master Street Plan due to the smaller project size and increased fuel and mobilization costs. Estimated unit prices: Asphalt removal and replacement (4-inch asphalt): \$100/SY; Base removal, hauling, and placement (Town-furnished base): \$20/SY.









July 9, 2025

Rich Rosene and Scott Webber
Kremmling Sanitation District
200 Eagle Avenue
Kremmling, CO 80459

Re: Collection System and WWTP Outfall Improvements Project
Recommendation for Project Award

Dear Rich and Scott:

On July 8, 2025, we received three (3) bids for the Collection System Improvements and Outfall project. Bids were received from American West Construction, X Field Services, and Fones Construction. The bids are as follows:

Contractor	Base Bid	A: Outfall	B: MH Rep	C: Services	Total Bid w/ all Alts
American West	\$593,575.00	\$89,187.00	\$132,000.00	\$72,000.00	\$886,762.00
X Field Services	\$352,144.00	\$63,700.00	\$76,400.00	\$49,200.00	\$541,444.00
Fones Construction	\$269,289.00	\$64,420.00	\$89,200.00	\$15,840.00	\$438,749.00

The district budgeted \$451,675.00 in local funds and has received \$451,657.00 in DOLA grant funding, for a total of \$903,349.00 of total funds to support the collection system improvements and Bio Dome re-hosing project. The Bio Dome re-hosing project low bid came in at \$254,794.00. Therefore, the total cost to do both projects is \$693,543. Therefore, there are more than sufficient funds to cover both projects and provide for contingencies.

Element Engineering has completed a review of the apparent low bidder's (Fones Construction) bid submittal package. The submitted bid meets the requirements of the bid documents and is considered a responsive bid as defined in the bid documents.

Based on the bid submitted by Fones Construction we recommend Fones Construction be awarded the project in the amount of \$438,749.00. A bid tabulation of all received bids is attached.

If you have any questions regarding this matter, please do not hesitate to contact me at 303.378.2969 or by email at nmarcotte@elementengineering.net.

Sincerely,

ELEMENT ENGINEERING, LLC

Nicholaus P. Marcotte

Nicholaus P. Marcotte, P.E.
Director of Water and Wastewater

Digitally signed by Nicholaus P. Marcotte
DN: C=US,
E=nmarcotte@elementengineering.net,
O=Element Engineering, OU=Water and
Wastewater West, CN=Nicholaus P.
Marcotte
Reason: I am approving this document
Date: 2025.07.09 12:37:41-06'00'

Kremmling Sanitation District
Collection System Improvements
Bid Tabulation
July 8, 2025

Base Bid				American West Construction		X Field Services		Fones Construction	
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization/Demobilization, Bonds and Insurance as Per Plans and Specifications	LS	1	\$ 235,000.00	\$ 235,000.00	\$ 47,000.00	\$ 47,000.00	\$ 36,600.00	\$ 36,600.00
2	Traffic Control as Per Plans and Specifications	LS	1	\$ 36,000.00	\$ 36,000.00	\$ 13,500.00	\$ 13,500.00	\$ 9,600.00	\$ 9,600.00
3	Erosion Control as Per Plans and Specifications	LS	1	\$ 5,700.00	\$ 5,700.00	\$ 3,800.00	\$ 3,800.00	\$ 4,700.00	\$ 4,700.00
4	Remove and Replace 8" Clay Pipe with 8" SDR 35 as Per Plans and Specifications	LF	330	\$ 250.00	\$ 82,500.00	\$ 410.00	\$ 135,300.00	\$ 148.00	\$ 48,840.00
5	Remove and Replace manhole 7.7 and 7.8 as Per Plans and Specifications	EA	2	\$ 17,000.00	\$ 34,000.00	\$ 15,840.00	\$ 31,680.00	\$ 19,760.00	\$ 39,520.00
6	Furnish and Install 8" Cured-In-Place Pipe (CIPP) as Per Plans and Specifications	LF	1,047	\$ 110.00	\$ 115,170.00	\$ 68.00	\$ 71,196.00	\$ 75.00	\$ 78,525.00
7	Furnish and Install 10" Cured-In-Place Pipe (CIPP) as Per Plans and Specifications	LF	338	\$ 130.00	\$ 43,940.00	\$ 77.00	\$ 26,026.00	\$ 75.00	\$ 25,350.00
8	Remove and Replace Manhole Ring and Cover at MH 15.1, as Per Plans and Specifications	LS	1	\$ 970.00	\$ 970.00	\$ 8,410.00	\$ 8,410.00	\$ 3,600.00	\$ 3,600.00
9	Remove and Replace 4" thick Asphalt Patch as Per Plans and Specifications	SY	62	\$ 280.00	\$ 17,360.00	\$ 96.00	\$ 5,952.00	\$ 147.00	\$ 9,114.00
10	Remove and Replace 4" Thick Roadbase as Per Plans and Specifications	SY	315	\$ 49.00	\$ 15,435.00	\$ 12.00	\$ 3,780.00	\$ 26.00	\$ 8,190.00
11	Remove and Replace Unsuitable Subgrade Material If Needed as Per Plans and Specifications	CY	50	\$ 150.00	\$ 7,500.00	\$ 110.00	\$ 5,500.00	\$ 105.00	\$ 5,250.00
TOTAL BASE BID					\$ 593,575.00		\$ 352,144.00		\$ 269,289.00
Bid Alternative A				American West Construction		X Field Services		Fones Construction	
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Furnish and Install Outfall Line, Plug Valve and Headwall at the Wastewater Treatment Plant as Per Plans and Specifications	LS	1	\$ 89,187.00	\$ 89,187.00	\$ 63,700.00	\$ 63,700.00	\$ 64,420.00	\$ 64,420.00
TOTAL BID ALTERNATIVE A					\$ 89,187.00		\$ 63,700.00		\$ 64,420.00
TOTAL BASE BID + BID ALTERNATIVE A					\$ 682,762.00		\$ 415,844.00		\$ 333,709.00
Bid Alternative B				American West Construction		X Field Services		Fones Construction	
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Remove and Replace Manholes 7,15,15.1,15.2 as Per Plans and Specifications	EA	4	\$ 33,000.00	\$ 132,000.00	\$ 19,100.00	\$ 76,400.00	\$ 22,300.00	\$ 89,200.00
TOTAL BID ALTERNATIVE B					\$ 132,000.00		\$ 76,400.00		\$ 89,200.00
TOTAL BASE BID + BID ALTERNATIVE A + BID ALTERNATIVE B					\$ 814,762.00		\$ 492,244.00		\$ 422,909.00
Bid Alternative C				American West Construction		X Field Services		Fones Construction	
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Furnish and Install 4" SDR 35 Service lines from CIPP Line Including Epoxy Saddles connecting to the ROW Line as Per Plans and Specifications	LF	120	\$ 600.00	\$ 72,000.00	\$ 410.00	\$ 49,200.00	\$ 132.00	\$ 15,840.00
TOTAL BID ALTERNATIVE C					\$ 72,000.00		\$ 49,200.00		\$ 15,840.00
TOTAL BASE BID + BID ALTERNATIVE A + BID ALTERNATIVE B + BID ALTERNATIVE C					\$ 886,762.00		\$ 541,444.00		\$ 438,749.00

I, Alice M Arsenault, P.E. Certify This Bid Tabulation Is Correct And Accurate With The Submitted Bids.

Signature: _____




Date: 07/08/2025



Kremmling Board of Trustees Regular Meeting

Agenda Item Cover Letter

Agenda Item:

Discussion & Action Item. Request for Extension of Time to File Audit for Year-End December 31, 2025.

Department:

Town Clerk & Treasurer Teagan Serres

Executive Summary:

The Town of Kremmling has historically utilized the professional services of McMahan and Associates, LLC to conduct its annual financial audit. Additionally, the Town coordinates and conducts the majority of the work required to complete the Sanitation District audit each fiscal year.

Summary:

The annual financial audit process for both the Town and the Sanitation District began successfully during the week of June 9, 2026. According to Colorado Revised Statutes (C.R.S. § 29-1-606), the completed annual audit report must be formally submitted to the State Auditor by July 31, 2026.

On July 10, 2026, Lillian Marcione, CPA and Managing Member of McMahan and Associates, LLC, recommended that the Town proactively request an extension. While there is still a possibility of meeting the July 31 deadline, the auditors currently have a significant backlog of local government reports. Additionally, this year's workload has increased due to the requirement for a comprehensive single audit, prompted by the amount of federal funds received from the Water Treatment Plant Drinking Water Revolving Fund Loan.

To ensure a thorough review, the auditor expects to deliver the necessary journal entries by the end of next week, with full audit finalization projected by mid-August. The extension application will be submitted through the State Auditor's online portal, providing a safe harbor against potential compliance issues.

Financial Impacts:

There are no financial impacts or structural changes to shared services associated with this administrative filing extension request.

Staff Recommendation:

1. Motion to authorize the Mayor to execute a Request for Extension of Time to File an Audit for the year ending December 31, 2025.
2. Motion to table the Request for extension until the _____ meeting.
3. Deny approval.

Attachments:

1. 2025 Extension Request



OFFICE OF THE STATE AUDITOR • LOCAL GOVERNMENT AUDIT DIVISION
KERRI L. HUNTER, CPA, CFE • STATE AUDITOR

Request for Extension of Time to File Audit

Enter Year End Date (mm/dd/yyyy) **12/31/2025**

Requests should be submitted via internet porta under the government's name:
<https://apps.leg.co.gov/osa/lg>.

Government Name:	Town of Kremmling
Name of Contact:	Teagan Serres
Address:	200 Eagle Avenue
City/Zip Code	Kremmling, CO 80459
Phone Number:	970-724-3249
E-mail	townclerk@townofkremmling.org

Extension requests shall be submitted in accordance with the deadlines established in Section 29-1-606 (1) through (4), C.R.S. which is no later than 7 months after the local government's year end, (or 6 months for school district and 8 Months for housing authorities) The State Auditor may authorize an extension of such time for not more than 60 days as prescribed by Section 29-1-606(4), C.R.S.

I understand that if the audit is not submitted within the approved extension of time, the government named in the extension request will be considered in default without further notice, and the State Auditor shall take further action as prescribed by Section 29-1-606(5)(b), C.R.S.

MUST be signed by a member of the governing board.

Signature

Printed Name:	<i>Wes Howell</i>
Title:	<i>Mayor</i>
Date:	<i>7/15/2026</i>



Kremmling Board of Trustees Regular Meeting

Agenda Item Cover Letter

Agenda Item:

Discussion & Action Item. Grand County Historic Preservation Board Appointment Recommendation.

Department:

Town Manager Jen MacPherson

Executive Summary:

On May 12, 2026, the Grand County Board of County Commissioners adopted Resolution No. 2026-5-08, formally reinstating the Grand County Historic Preservation Board (GCHPB). The mission of this multi-jurisdictional board is to protect cultural heritage, enhance historic property values, promote historical tourism, and advise on land use proposals affecting designated historic structures throughout the county.

Summary:

Per Section 2(A)(ii) of the county resolution, the newly structured GCHPB will consist of 7 to 9 members serving three-year terms. To ensure fair geographic representation, the county has allocated one (1) dedicated seat to the Town of Kremmling. Grand County Manager Edward Moyer has requested that all participating municipalities submit their formal board member recommendations so the County Commissioners can officially appoint the full board and allow them to begin operations.

Per the established resolution, all board members must be residents and/or property owners of Grand County. Additionally, the county aims to have at least 40% of the overall board possess professional qualifications in fields related to historic preservation (such as history, architecture, or anthropology) as defined by the Secretary of the Interior's Standards. Trustee Jim Miller has expressed interest in serving on the GCHPB.

Financial Impacts:

n/a

Staff Recommendation:

Staff recommends that the Board of Trustees select an individual who demonstrates a strong interest in Kremmling's local heritage and pass a formal motion to submit their name to the Grand County Board of County Commissioners.

1. I move to recommend the selection of [Insert Selected Appointee Name] to serve as the

Town of Kremmling representative on the Grand County Historic Preservation Board for a three-year term, and direct staff to forward this recommendation to the Grand County Board of County Commissioners.

2. Motion to table the Grand County Historic Preservation Board Appointment Recommendation until the _____ meeting.
3. Deny approval.

Attachments:

1. BOCC Resolution 2026-5-08

**The Board of County Commissioners, County of Grand, State of Colorado
(Board)**

RESOLUTION NO. 2026-5-~~28~~

**AMENDING RESOLUTION NO. 2008-10-45, RE-INSTATING THE GRAND COUNTY
HISTORIC PRESERVATION BOARD**

WHEREAS, the Board of County Commissioners of the County of Grand, State of Colorado ("BOCC") approved the establishment of the Grand County Historic Preservation Board on March 26, 1996 by Resolution No. 1996-3-7, declaring the Grand County Historic Preservation Board to be a five (5) member board designated with the principal responsibility for matters of historic preservation as set forth in Resolution No. 1996-3-7; and

WHEREAS, by Resolution No. 2008-10-45, the BOCC approved an amendment to the composition of the Grand County Historic Preservation Board, thereby changing the Board so as to consist of seven (7) members; and

WHEREAS, Shanna Ganne, representing the Grand County Historic Preservation Board, has requested amendments to Resolution No. 2008-10-45, including but not limited to allowing electronic voting, creating a secretary and treasurer position for the Preservation Board, publishing agendas and giving the Preservation Board the ability to review and make recommendations to the BOCC or other body exercising land use approval of any application or proposal for altering, moving, or demolishing any designated historic property; and

WHEREAS, the BOCC has reviewed the request and has determined that amending Resolution No. 2008-10-45 is in the best interest of the health, safety, and welfare of the citizens of Grand County.

NOW THEREFORE, be it resolved by the Board of County Commissioners of the County of Grand, State of Colorado that Resolution No 2008-10-45 is hereby amended as follows:

Section 1. Purpose. The purpose of this resolution is to promote the public health, safety and welfare through:

- A. The protection and preservation of the historic and cultural heritage of Grand County by providing for the designation of historic buildings, landmarks, sites and districts (collectively referred to hereinafter as "historic sites") in accordance with this resolution; and
- B. The enhancement of property values, and the stabilization of historic neighborhoods, farms, ranches, sites of historical events, etc.; and
- C. The increase of economic and financial benefits as a result of the attraction of tourists and visitors to Grand County; and
- D. The provision of educational opportunities to increase public appreciation of Grand County's unique heritage.

Section 2. Re-Instatement of A Historic Preservation Board.

- A. A Historic Preservation Board is hereby re-instated to be known as the Grand County Historic Preservation Board (the "Board") which shall have principal responsibility for matters of historic preservation as set forth in Section 2 herein..
 - i. Membership: The Board shall consist of at least seven (7) members and no more than nine (9). All members shall be residents and/or property owners of Grand County.
 - ii. Appointments and terms of office: The towns of Kremmling, Hot Sulphur Springs, Granby, Grand Lake, Fraser and Winter Park shall each recommend one (1) member to be appointed to the Board. Grand County shall recommend a maximum of three (3) members to be appointed to the Board. Grand County and Town recommended members to the Board shall be appointed by the BOCC and shall serve a three (3) year term. The foregoing provisions notwithstanding, any duly appointed member of the Board may continue to serve until the member's successor has been appointed.

- iii. Members may be appointed to serve successive terms without limitation.
- iv. Official public notice shall be made of vacancies on the Board.
- v. Appointments to fill vacancies on the Board shall be made by the BOCC provided, however, that prior to the appointment of Board members to fill vacancies for Board members whose terms are ending, the Board shall coordinate with applicable Town and/or County on said vacancy to nominate individuals to serve as members of the Board and make a recommendation to the BOCC. The Board's recommendation of Grand County Board member appointees should attempt to provide for diversity in geographic representation of Grand County.
- vi. To the degree possible, at least 40% of the members of the Board shall have professional qualifications as defined in the Secretary of the Interior's Standards. All members of the Board shall serve without compensation. All members of the Board shall serve at the pleasure of the BOCC and may be removed by the BOCC at any time with or without cause.
- vii. Quorum and voting: A quorum for the Board shall consist of a majority of the members of the Board excluding vacant seats.
- viii. A quorum is necessary for the Board to hold a meeting or to take official action. A roll call vote shall be taken upon the request of any member. A tie vote shall be deemed denial of the motion or recommended action.
- ix. Electronic attendance and voting is acceptable for voting on any matters.
- x. Officers:
 - a. The Board shall, by majority vote, elect one (1) of its members to serve as chairperson to preside over the Board's meeting, one (1) member to serve as vice chairperson, one (1) member to serve as secretary, and one (1) member to serve as treasurer. The members so designated shall serve in these capacities for terms of one (1) year, and may serve successive terms. The Board may contract for staff services.
 - b. Whereas any contracted staff of the Board acts to fulfill the duties normally performed by a secretary and treasurer, the duties of the secretary and treasurer will only be required to be performed by a member of the Board during such time as the staff position should remain vacant for a period of at least one month.
 - c. The secretary will ensure the minutes of all Board meetings are recorded. The treasurer will manage the finances of the Board and present an annual budget to the Board and BOCC. The treasurer will ensure that appropriate financial reports are presented to the Board and the BOCC.
- xi. Meetings:
 - a. The Board shall hold at least one regularly scheduled meeting per calendar quarter. Said meetings may be held at such times as the Board determines to be appropriate.
 - b. Agendas for the Board meetings will be published according to standard County procedures.
 - c. Minutes shall be kept of all Board meetings and be available to the public. The Board shall comply with all requirements of the Open Public Meetings Act, C.R.S. 24-6-401 et seq, applicable to "local public bodies" as defined in that Act.
- xii. Powers and duties: The Board shall:
 - a. As soon as reasonably possible after the appointment of the initial members of the Board and from time to time thereafter, review the criteria for designation of historic sites set forth in Section 3 and/or Section 3A hereof and make recommendations to the BOCC for amendments thereto which the

Board believes appropriate or necessary.

- b. Review applications for designation of sites as being historic pursuant to this resolution and make recommendations to the BOCC as to whether the BOCC should, by resolution, designate the historic site described in the application for such designation based upon the criteria established in Section 3 of this resolution and any subsequent amendments thereto as Grand County Historic Landmarks or Grand County Historic Landmark Districts.

In addition to the above duties, the Board may, at its discretion:

- xiii. Review and make a recommendation to the BOCC of any application or proposal for altering, moving, or demolishing any designated historic property.
- xiv. Advise and assist owners of historic properties on the physical and financial aspects of preservation, renovation, rehabilitation, and reuse including nomination to the Colorado and National Registers of Historic Places.
- xv. Develop and assist in public education programs including but not limited to walking tours, brochures, a marker program of historic properties, lectures, and conferences.
- xvi. Conduct surveys of historic sites for the purpose of defining those of historic significance, and prioritizing the importance of identified historic sites.
- xvii. Advise the BOCC of matters related to preserving the historic character of the County.
- xviii. Apply for and pursue grants, gifts, donations, and other financial assistance for preservation-related programs and other financial matters within the scope of the Board's power and authority. The Board shall notify the BOCC in writing of plans to seek any privately, federally or state funded grant. Any grant application that requires a commitment of "matching funds" or a financial or "in kind" contribution of any kind from the County or its departments shall be subject to the prior approval of the BOCC.
- xix. Rules and procedures for the Board: The Board may establish additional rules of operation that are consistent with their duties.

Section 3. Criteria for Designation of Historic Sites.

- A. In order to qualify for designation as a historic site pursuant to this resolution, the sites must be more than fifty (50) years of age, retain historic integrity, and determined by the Board to have historic significance due to one or more of the following factors:
 - i. Its character, interest or value as part of the development, heritage or cultural characteristics of Grand County, State of Colorado, or the United States.
 - ii. Its location as a site of a significant historic event.
 - iii. Its identification with person or persons who significantly contributed to the culture and development of Grand County.
 - iv. Its exemplification of the cultural, economic, social, or historic heritage of Grand County.
 - v. Its portrayal of the environment of a group of people in an era of history characterized by a distinctive architectural style.
 - vi. Its embodiment of distinguishing characteristics of an architectural type or specimen.
 - vii. Its identification as the work of an architect or master builder whose individual work has influenced the development of Grand County.
 - viii. Its embodiment of elements or architectural design, detail, materials, or craftsmanship that represent a significant architectural innovation.

- ix. Its relationship to other distinctive areas that are eligible for preservation according to a plan based on an historic, cultural, or architectural motif.
- x. Its unique location or singular physical characteristic represents an established and familiar visual feature of a neighborhood, community, or Grand County.
- xi. It has yielded, or may be likely to yield, information important in prehistory or history.
- xii. Its location as a site of habitation of a person or group significant to local, Grand County, Colorado or national history.

Section 4. Criteria for Designation of Grand County Historic Landmark Districts.

- A. A District shall be considered for designation by the BOCC if the Board determines and recommends to the BOCC that the proposed district meets the definition of a historic district as set forth in the Rules and Procedures for the Board and meets one or more of the following criteria:
 - i. An area which exemplifies or reflects the particular cultural, political, economic or social history of the community.
 - ii. An area identified with historical personages or groups, or which represents important events in Grand County or local history.
 - iii. An area that's integrity is intact.
 - iv. An area whose age is more than fifty (50) years old.
 - v. An area which embodies distinguishing characteristics of an architectural type or style inherently valuable for the study of a period, method or construction or is of indigenous materials or craftsmanship.
 - vi. An area which, due to its unique location or singular characteristics, represents established and familiar visual features of the neighborhood, community, town or Grand County.
 - vii. An area which is representative of the notable work of a master builder, designer, or architect whose individual ability has been recognized.
 - viii. A cultural landscape that embodies a natural setting as it has been affected by past human activity, or as the setting itself has shaped human activity.

Section 5. Designation of Historic Sites.

- A. Recommendations for designation of historic sites. Pursuant to the procedures hereinafter set forth in this section, the Board may, by written recommendation to the BOCC propose the designation as an historic site any building, landmark, site or district meeting the criteria set forth in Section 3, as amended from time to time.
- B. Each such designation recommendation shall include a description of the characteristics of the site which justify its designation and shall include a legal description of the location and boundaries of the historic site. The designation recommendation may also indicate alterations which would have a significant impact upon, or be potentially detrimental to, the historic features of the site. Any such designation shall be in furtherance of and in conformance with the purposes and standards of this Section.
- C. The site included in any such designation shall be subject to the requirements set forth in Sections 7 and/or 8 hereof.

Section 6. Procedures for designating historic sites for preservation.

- A. Applications for designation must be made to the Board. The Board may require that such application be made in such form as specified by the Board. Application shall be made by the owner(s) of one hundred percent of the historic site, a non-profit

historic preservation group, an incorporated town, or the BOCC, with written consent of one hundred percent of the owner(s), for which an application is submitted.

- B. Staff Review: The staff shall review the application for conformance with the criteria for designation established in Section 3, as it may be amended, and with the purposes of this Section. Such review shall be concluded no more than thirty (30) days after filing the application for designation. The staff shall forward the application and its recommendation to the Board.
- C. Board Review: The Board shall consider the application at a regularly scheduled or special meeting after the completion of the staff review. The Board shall approve, modify and approve, or disapprove the application. The Board shall notify the BOCC immediately following any decision approving or disapproving an application.
- D. Stay of Activity: During the application, review and approval process, no modifications, alterations, or demolition shall occur on the property without express written consent of the Board and compliance with all applicable law and regulations. Such unauthorized actions upon the property or properties to be considered for designation may result in voiding the application.
- E. BOCC Action: Unless an application is withdrawn by the applicant within sixty (60) days of the date on which the BOCC are advised of any decision of the Board recommending approval or disapproval of any application, the BOCC shall approve, modify and approve, or disapprove the proposed designation. The BOCC shall advise the Board in writing of their decision regarding the designation.

Section 7. Limitation on Resubmission and Reconsideration of Proposed Designation.

Whenever the BOCC disapproves an application for designation of a historic site, no person shall submit an application that is the same or substantially the same for at least six (6) months from the effective date of the final action on the original application.

Section 8. Amendment Designation. Designation of a historic site may be amended to add features to or enlarge the boundaries of the property under the procedures described in Section 5 for initial designations.

Section 9. Notification. Any owner filing an application for designation of property under this resolution shall, as a part of the application, agree to notify the Board of the owner's intention to alter, demolish, move or remove the historic site subject to the application at least fifteen (15) days prior to undertaking any such work. Any such owner shall be responsible for notifying any subsequent purchaser of the property of this notification requirement and the Board may revoke the designation of the site hereunder unless the subsequent purchaser agrees in writing to the provisions of this Section 7 and Section 8.

Section 10. Standards for Moving, Altering or Demolishing a Designated Grand County Historic Landmark.

- A. Board review of applications for alterations, removal, or demolition, and of building permit applications shall be undertaken according to the following standards which are based upon the current Secretary of the Interior's Standards for Treatment of Historic Properties: Archeological resources shall be protected and preserved in place or, where this is not possible, mitigation measures shall be undertaken.
- B. Alterations. The Board shall acknowledge the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character.
- C. Attempts shall be made to use the property in a manner consistent with its original use or a compatible purpose, consistent with current county regulations.
- D. The historic character of the property shall be retained by avoiding the removal of, or alteration of, features and spaces important to the character.
- E. Repairs, alterations, and additions necessary for the preservation, restoration, rehabilitation or continued use of a designated historic building or structure may be made without conformance to all the requirements of the current Grand County Building Code and Americans with Disabilities Act when authorized by the building official, provided that any unsafe conditions are described in this code are corrected, and the restored building or structure will be no more hazardous based on life safety,

fire safety and sanitation than the existing building, and provided that every reasonable attempt has been made to provide physical or programmatic access to the disabled.

- F. Each property shall be recognized as a physical record of its time. The use of original materials shall be encouraged. Distinctive and unique features, finishes, materials and examples of craftsmanship should be retained and preserved. If deteriorated, they should be repaired. Repairs and replacement of such features should match the original in color, shape, texture, and design. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible.
- G. New additions and expansions shall, where possible, be differentiated from the existing building to protect its historic integrity. New additions and constructions shall also be undertaken in such a manner that their removal in the future would not destroy the form or integrity of the original property. Designs that attempt to portray new construction as historic, and that were never executed historically at the property in question, shall not be allowed. The addition of conjectural features or elements from other historic properties shall be discouraged.
- H. A documentary record of the property prior to rehabilitation shall be made and deposited with the Board.
- I. Relocation and Demolition. In all cases it shall be the preference of the Board to keep designated structures intact and at their original sites. Criteria for relocation and demolition of designated historic structures shall include:
 - i. For relocation, demonstration that such relocation is consistent with historical patterns of reuse within Grand County.
 - ii. For relocation or demolition, documentation showing rehabilitation or reuse on its present site cannot provide safe or reasonable beneficial use of the property.
 - iii. For demolition, certification from a licensed structural engineer demonstrating that the structure cannot withstand the physical impacts of relocation and re-siting, and documentation that rehabilitation or relocation is economically impractical is required.
 - iv. When a Governmental entity exercises power of eminent domain, the Board shall first consider relocating before demolishing and shall request a Section 106 (Federal Regulations 36 CFR 800 of National Historic Preservation Act of 1966 (NHPA)) or an equivalent, be filed with the Board for its review prior to any action on the landmark or district. The results of that review will be communicated to the BOCC.
 - v. The effect of the relocation of the historic structure on the integrity or character of the neighborhood of the receiving site, and whether the receiving site is compatible in nature with the structure or structures proposed to be moved.
 - vi. A documentary record, including photographs, of the property or properties prior to relocation or demolition shall be made and deposited with the Board.

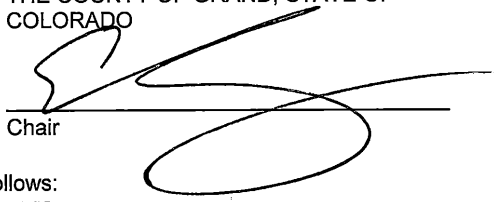
Section 11. Revocation of Designation.

- A. Upon receipt of an application from the then-current owner of a site which has been designated as historic pursuant to this resolution for revocation of that designation, the Board shall advise the BOCC of such application and request the BOCC to remove the designation. In addition, upon learning of the alteration, demolition, movement or removal of a site which has been designated historic pursuant to this resolution, or a violation of Sections 7 and/or 8 of this resolution, the Board shall, following at least fifteen (15) days written notice to the then-current owner of the site subject to the designation and following staff review, conduct a hearing to determine whether it should recommend to the BOCC that the historic designation of the site involved be removed. Following such hearing, the Board shall transmit its written recommendation to the BOCC who shall, within sixty (60) days thereafter, determine whether to accept the recommendation and remove the designation. The BOCC shall notify the Board of their decision regarding revocation of the designation.

Section 12. Effective Date. This resolution shall be effective immediately upon its execution and recordation in the minutes of the Grand County BOCC.

Upon motion duly made the foregoing resolution was adopted at a regular meeting, properly noticed and held on May 12, 2026, by a majority vote of the Board of County Commissioners, County of Grand, State of Colorado.

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


Chair

The vote on the above Resolution was as follows:

Commissioner Edward F. Raegner	<u>AYE</u>
Commissioner Merrit S. Linke	<u>AYE</u>
Commissioner Randal F. George	<u>AYE</u>

ATTEST:


Clerk of the Board