



**TOWN OF WIGGINS  
BOARD of TRUSTEES MEETING  
AGENDA**

**January 25, 2023 at 7:00 P.M.**

**304 CENTRAL AVENUE  
WIGGINS, CO 80654**

***NOTE: DUE TO LIMITED SEATING CAPACITY, THE PUBLIC IS HIGHLY  
ENCOURAGED TO ATTEND THE MEETING VIA ZOOM***

***GO TO <https://us06web.zoom.us/j/89138082108> FOR THE MEETING LINK***

**MEETING AGENDA**

**I. INTRODUCTIONS**

1. Call the Meeting to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda

**II. CONSENT AGENDA**

1. Approval of Board of Trustees Meeting Minutes December 14, 2022
2. Approval of Bills December 14-31, 2022
3. Approval of Bills January 2023

**III. REPORTS**

1. Town Manager Report
2. Board of Trustees
3. Financials-Actual to Budget

**IV. PUBLIC COMMENTS**

The Board of Trustees welcomes you and thanks you for your time. If you wish to address the Board of Trustees about a specific concern or to comment on an item, this is the only time set on the agenda for you to do so. We ask that you be respectful and courteous when addressing the board. When you are recognized, please step to the microphone, state your name and address. Your comments will be limited to five (5) minutes. The Board will not respond to your comments this evening, rather they will take your comments and suggestions under advisement and provide direction to the appropriate member of Town Staff for follow-up.

**V. CONSIDERATION OF RESOLUTION NO. 01-2023**

A Resolution Designating the Place for Posting of Notices of Public Meetings and Establishing the Calendar for Work Sessions and Regular Monthly Meetings of the Town of Wiggins Board of Trustees for the Year 2023

1. Resolution No. 01-2023

**VI. CONSIDERATION OF RESOLUTION NO. 02-2023**

A Resolution Authorizing the Mayor and Town Manager to Sign the 2022 Year End Audit Engagement Letter

1. Resolution No. 02-2023

**VII. CONSIDERATION OF RESOLUTIONS NO. 03-2023 and NO. 04-2023**

1. Resolution No. 03-2023

A Resolution of the Board of Trustees of the Town of Wiggins, Colorado Regarding Signage Pursuant to the Colorado Outdoor Advertising Act

2. Resolution No. 04-2023

A Resolution Approving the Purchase and Installation of a LED Digital Sign for Town Hall from Stewart Signs

**VIII. CONSIDERATION OF RESOLUTION NO. 05-2023**

A Resolution Approving an Agreement with RICK Engineering Company for Consulting Purposes

1. Resolution No. 05-2023

**IX. CONSIDERATION OF RESOLUTION NO. 06-2023**

A Resolution Authorizing the Mayor to Enter into a Contract with ProCode, Inc for Commercial and Residential Plan Review and Building Inspections

1. Resolution No. 06-2023

**X. CONSIDERATION OF RESOLUTION NO. 07-2023**

A Resolution Authorizing the Mayor to Enter into a Contract with American Legal Codifiers for Codification Services of the Town of Wiggins Ordinances

1. Resolution No. 07-2023

**XI. CONSIDERATION OF RESOLUTION NO. 08-2023**

A Resolution Declaring a Vacancy on the Board of Trustees for the Town of Wiggins and Seeking Eligible Applicants to Fill the Vacant Position

1. Resolution No. 08-2023

**XII. LIQUOR LICENSE AUTHORITY**

1. Consideration of a Liquor License Renewal – LB Holdings Inc, dba Wiggins Super's Wiggins

**XIII. ADJOURNMENT**

1. Closing Remarks by Mayor and Trustees, and Meeting Adjournment



## **MINUTES OF MEETING**

### **TOWN OF WIGGINS BOARD OF TRUSTEES MEETING**

December 14, 2022 at 7:00 p.m.

---

#### **CALL TO ORDER & ROLL CALL**

A meeting of the Town Board of Trustees for the Town of Wiggins, Colorado was held on Wednesday, December 14, 2022. Mayor Chris Franzen called the meeting to order at 7:00 p.m. The following Trustees answered roll call: Mayor Pro-Tem David Herbstman and Trustees: Bryan Flax, and Bruce Miller, Mark Strickland, and Jerry Schwindt. Absent: Trustee Mandy Camilleri. Staff present were Tom Acre, Town Manager and Hope Becker.

#### **APPROVAL OF THE AGENDA**

Motion was made by Trustee Bruce Miller to approve the agenda. Seconded by Trustee Jerry Schwindt. Roll Call: The agenda were unanimously approved.

#### **TOWN MANAGER REPORT**

- Tom provided a report regarding the Town Old Fashioned Christmas event from December 3<sup>rd</sup>. The event went well. Many thanks were provided to all the volunteers and staff that made the event a success.
- Tom stated that he continues to work on the budget and water issues including the USDA grant. He will continue to meet with Diamondback to look over the application information.
- Tom continues to work with the water attorneys and engineers with the Town water court case. He stated that the Town continues to work with folks regarding agreements. There are only one or two individuals left to make agreements with.
- The sanitary sewer line project under the BNSF railroad line has begun. The contractors hope that the bore will begin this week and the line placement will be around December 20<sup>th</sup> or 21<sup>st</sup>. The anticipated project completion is end of December or first part of January. The weather is a considerable factor.
- Tom provided a thank you to the Trustees on behalf of the staff for the staff Christmas Party. The Staff went out to go bowling and had a great time. Even considered ideas of creating their own bowling league team.
- The Chief of Police, Craig Miller, provided assistance to Weld County Sheriffs and Morgan County Sheriffs with an armed and dangerous suspect. The suspect was followed through many counties and ended in Hudson with gunfire and a wreck. Both Counties and dispatch thanked Chief for his part in apprehending the suspect.
- Tom extended a thank you to Public Works supervisor, Beau Warden, and his staff. They have been doing a great job keeping up with the snow removal while doing their other duties. There



are still concerns with residential areas and residents parking cars on the street. It makes snow removal difficult but the crews are getting around them.

- Tom followed up with Trustee Bryan Flax that the official election results have been received and he will make sure that those results get handed out and posted. Tom confirmed that the sales tax increase will start in January and confirmed that a separate budget line item named 2022 Dedicated Street Fund was created.

### **BOARD OF TRUSTEES REPORTS**

There were no reports from the Trustees.

### **FINANCIALS - ACTUAL TO BUDGET**

Mayor Pro Tem David Herbstman made a few comments on how well the budget looked.

Motion was made by Mayor Pro Tem David Herbstman to approve the Financials to Actual. Seconded by Trustee Bruce Miller. Roll Call: The Financials to Actual agenda were unanimously approved.

### **CONSENT AGENDA**

Trustee Bruce Miller inquired about a charge for \$30,000 for an engineer. He did not recognize the name. Tom indicated that there was a loan service fee to Bank of the West that the Town makes yearly. The next highest charge was for Hayes, Poznanovic, Korver who is our water rights attorney. It is the same group of attorneys with a different name. The attorneys changed their company name when Rick Fendell retired.

Tom reminded the Trustees that January may have some December bills. He confirmed that some may continue to trickle in clear up to the end of January. The various engineer bills and utility bills have not come in yet. The Board may need to do a budget amendment at the end of January. Trustee Bruce Miller indicated he was worried about having to do a large \$70,000 adjustment. Tom stated it might be a large amount but he did not think it would be as large as \$70,000. He continues to watch spending to hopefully prevent a large adjustment.

Further discussion regarding other minor questions were answered.

Motion was made by Trustee Bryan Flax to approve the Consent Agenda. Seconded by Mark Strickland. Roll Call: The agenda were unanimously approved.

### **PUBLIC COMMENTS**

The Public Comments portion of the meeting was opened at 7:21 p.m.

There were no comments from the Board Room or Zoom audiences.

The Public Comment portion of the meeting was closed at 7:22 p.m.



### **PUBLIC HEARING – 2023 TOWN OF WIGGINS BUDGET**

1. **Consideration of Resolution No. 43-2022** – A Resolution Levying General Property Taxes for the Year 2022 to Help Defray the Costs of Government for the Town of Wiggins, Colorado for the 2023 Budget Year
2. **Consideration of Resolution No. 44-2022** - A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Town of Wiggins, Colorado for the Calendar Year Beginning the First Day of January 2023 and Ending on the last Day of December 2023
3. **Consideration of Resolution No. 45-2022** - A Resolution Appropriating Sums of Money to the Various Funds and Spending Agencies in the Amounts in the Amounts and for the Purposes Set Forth Belo for the Town of Wiggins, Colorado for the 2023 Budget Year
4. **Consideration of Resolution No. 46-2022** - A Resolution Certifying Compliance with Article X, Section 20 of the Colorado Constitution
5. **Consideration of Resolution No. 47-2022** - A Resolution Creating a Non-Emergency Reserve for the Town of Wiggins, Colorado

Tom confirmed that the Budget Hearing was properly published.

Tom reported that there were some minor changes to the draft budget. He made a couple of changes that he wanted to note to the Trustees. In the general, water and sewer funds, the Town is having expenditures over the revenue this year. However, he believes that the amounts are low enough that the Town reserve fund can absorb the impact. There is a healthy fund balance in each one of them. He believes this will be a short term – one-year issue as the Town is working on not using one-time revenues to fund on-going expenditures. An example of this would be using tap fees to cover the operational expenses.

Tom also indicated that he did not count on tap fees in the upcoming budget. This is not to say the Town will not receive tap fees in the upcoming year. His intent is that incoming tap fees will be placed in a capital improvement budget line item to be designated and used for capital water projects instead of operational expenses.

Some other differences from the draft to this budget being presented.

#### *General Budget changes:*

- Stagecoach is getting ready to submit payment apps on their project. The Town applied for a DOLA grant on behalf of Stagecoach and was awarded a grant in the amount of \$150,000. Stagecoach will submit the information to the Town and the Town will request the reimbursement from DOLA. DOLA will then send the check to the Town and the Town will pass the check on to Stagecoach. Tom anticipates this will happen in January or February.
- Building review and building inspections have been decreased. With construction slowing down the Town anticipates that these line items will decrease.



- General Administration / State Administration / Department employees – Tom increased the salaries to account for potential hiring if the board approves my plan. He plans to discuss this plan with the Trustees in January.

#### *Capital Improvement changes:*

- Tom moved some capital improvements over into the Capital Improvement budget either the street repair and construction or into the CIP. Also called the 2015 1% Tax.
- Moved some expenses over to CTF as a way to limit the amount that we might have to dip into the Reserve or the fund balance.

#### *Water Enterprise changes:*

- Attempting to zero out a ledger account number as the Town seems to have two that do about the same thing.
- Tom spoke with Public Works Supervisor, Beau Warden, regarding the Town's water meter installing expenses. The Town is not anticipating the need for a lot of new meters next year so Tom reduced the expenditure line.
- Tom moved some capital improvement expenses over into the Capital Improvement budget and that is primarily non-potable line for Kiowa Park into the Town. The Town is hoping that it will be reimbursed from USDA in the future.

#### *Sewer Enterprise changes:*

- Tom updated the sewer sales to reflect that the Town have gotten in the month of October. He believes it will be a good call for what the Town may expect for every month next year.
- Sewer Enterprise will also see some ledger codes amended; similar to water enterprise.
- Public Works Administration: correcting lines that were not being added correctly

#### *Capital Improvement Projects:*

- Under Capital Improvement Projects: 2015 Sales Tax Capital Improvement fund will include the North Storm Detention. Main Street cube and gutter – 3<sup>rd</sup> to 5<sup>th</sup> is being moved to streets dedicated fund.
- The Town Hall lighted sign that is an estimate.
- The Town Hall / Public Works exterior improvements that is an estimate.
- The non-potable water line is listed.
- County Road P & Main Street crossing signal is estimated.

#### *Conservation Trust Fund:*

- Estimating that we will collect over \$13,000 next year. The staff is estimating that we may use those funds to string more electric throughout Teets Park to prevent so many above ground electric cables during Town events.



#### **BOARD QUESTIONS:**

- Trustee Mark Strickland inquired about a GL code. Tom confirmed that GL code that was designated for the Railroad track sewer line project.
- Trustee Bryan Flax asked Tom if we budgeted for a new welcome sign project. Tom indicated that he did not budget that project as a separate line. Tom did confirm that the general budget or the CIP may be able to handle the project but he wants to get more numbers and quotes before moving forward with the idea.
- Trustee Mark Strickland asked about 10-431-62 for Public Works fuel costs. The funds were decreased. Tom indicated that the number should probably be increased and stated that it could be done so on a budget amendment.
- Trustee Mark Strickland inquired how the Comprehensive Plan was going. Tom indicated that Hope Becker was in the works of pulling final details together to present to the Planning and Zoning Commissioners and the Board of Trustees. The Codification Project is also in final stages for Trustee presentations.

The Public Comment Section of the hearing was opened at 7:51 p.m. There were no public comments. The Public Comment section of the hearing was closed at 7:51 p.m.

**Consideration of Resolution No. 43-2022** – A Resolution Levying General Property Taxes for the Year 2022 to Help Defray the Costs of Government for the Town of Wiggins, Colorado for the 2023 Budget Year

This resolution certifies the levying and the taxes from the mill levy. Morgan County provided the valuation for this year and then Tom calculated what the taxes would be funneling into the Town's general fund from the property taxes.

Motion was made by Mayor Pro Tem David Herbstman to approve Resolution 43-2022. Seconded by Trustee Mark Strickland. Roll Call: Motion was unanimously approved.

**Consideration of Resolution No. 44-2022** - A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Town of Wiggins, Colorado for the Calendar Year Beginning the First Day of January 2023 and Ending on the last Day of December 2023

This resolution summarizes the budget that Tom just presented. It lists it by fund for both the revenue and the expenditures. It totals the budget and the budget is attached to the resolution.

Motion was made by Trustee Jerry Schwindt to approve Resolution 44-2022. Seconded by Trustee Mark Strickland. Roll Call: Motion was unanimously approved.

**Consideration of Resolution No. 45-2022** - A Resolution Appropriating Sums of Money to the Various Funds and Spending Agencies in the Amounts in the Amounts and for the Purposes Set Forth Belo for the Town of Wiggins, Colorado for the 2023 Budget Year



This resolution provides the authority to spend the money that is listed in the budget for each one of the funds as an expense. It is reflective of what was contained within Resolution No. 44-2022 and also that was present in the budget. If Tom needs to spend anything that is not indicated in the budget, then he will need to come back to the Board of Trustees.

Motion was made by Trustee Bryan Flax to approve Resolution 45-2022. Seconded by Mayor Pro Tem David Herbstman. Roll Call: Motion was unanimously approved.

**Consideration of Resolution No. 46-2022** - A Resolution Certifying Compliance with Article X, Section 20 of the Colorado Constitution

This resolution is certifying that the Town is in compliance with the Tabor Law.

Motion was made by Trustee Jerry Schwindt to approve Resolution 46-2022. Seconded by Trustee Bryan Flax. Roll Call: Motion was unanimously approved.

**Consideration of Resolution No. 47-2022** - A Resolution Creating a Non-Emergency Reserve for the Town of Wiggins, Colorado

This resolution set that the excess funds and the fund balance for each of the funds are a non-emergency reserve that the Town can use if it has additional expenditures, it did not anticipate in the budget. It also keeps the Town in compliance with Tabor regulations. It does not give the Town Manager permission to just spend the money. The Town Manager would still come back to the Board of Trustees. Tom confirmed that this is a resolution that must be approved every year.

Motion was made by Mayor Pro Tem David Herbstman to approve Resolution 47-2022. Seconded by Trustee Mark Strickland. Roll Call: Motion was unanimously approved.

**CONSIDERATION OF RESOLUTION NO. 48-2022**

A Resolution Authorizing the Mayor to Sign a Letter Requesting an Extension from DOLA for the Sewer Line Replacement Project

Tom explained that this resolution would provide the Mayor permission to sign a letter requesting an extension from DOLA for the BNSF sewer line project. The Town anticipates that the contractors will finish on time; however, staff is taking extra precautions to have an extension request in place just in case weather or other project hurdles cause delays. The extension would allow the Town to continue the project without losing any parts of the DOLA grant and/or falling out of compliance with DOLA.

Motion was made by Trustee Mark Strickland to approve Resolution 48-2022. Seconded by Trustee Bruce Miller. Roll Call: Motion was unanimously approved.





### **EXECUTIVE SESSION**

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) – 1) Potential ROW Easement Vacation, 2) Potential Kiowa Bijou Water Well acquisition, and 3) Potential future water augmentation lease.

Motion was made by Mayor Pro Tem David Herbstman to adjourn into Executive Session. Seconded by Trustee Bryan Flax. Roll Call: Motion was unanimously approved.

The Board was adjourned to enter into Executive Session at 8:08 pm.  
The Board of Trustees returned from Executive Session at 8:40 pm.

### **REPORT FROM EXECUTIVE SESSION**

The Board of Trustees gave general direction to the Town Manager regarding the three topics discussed during the Executive Session. No formal action was taken.

### **ADJOURNMENT**

Mayor Chris Franzen adjourned the meeting at 8:42 pm.

**Respectfully submitted by:**

A handwritten signature in blue ink that reads "Tom Acre". The signature is written in a cursive, flowing style.

---

Tom Acre, Interim Town Clerk

**TOWN of WIGGINS - BILLS PAID**  
**DECEMBER 14-31, 2022**

Vendor	Description	Amount
Bank of the West - 1135	Loan Interest Payment	\$45,744.37
BANK OF THE WEST (9474)	Credit Card Payment	\$1,046.99
BANK OF THE WEST (Sync)	Syncing Fund Deposit	\$72,265.50
BEARCOM COMMUNICATIONS INC	PD Radio Battery	\$89.00
BLOEDORN LUMBER	PW Lumber	\$789.55
BLUE LIGHTNING	Phone/Internet	\$996.27
CANFIELD DRILLING CO. INC.	Well Repair at Knievel	\$113.30
CLEMENT, JARRED	PUBLIC WORKS UNIFORM	\$113.66
COLORADO ANALYTICAL LABORATORY	Water Analysis	\$1,233.90
CORE & MAIN	Water Pipe Repair	\$53.60
ERIC GONZALEZ CPA	Safe Deposit Box Rental	\$35.00
GALLS	WPD Tools/Equipment	\$975.96
HE LLC	PW Assistance	\$2,425.00
IAMGIS	Software Support	\$2,500.00
JONES FREELANCING	Park Roof Replacement (Ins)	\$11,686.25
KAMMERER, WILLIAM M.	Water Shares Lease/Purch Paymt	\$3,510.42
KIDS AT THEIR BEST (KATB)	Donation for KATB	\$750.00
LEUBIN E MARTINEZ-FUENTES	WPD Citation Correction	\$125.00
LRE Water	Water Rights Engineering	\$27,779.50
MILLER & ASSOCIATES	Town Engineer/Water & Sewer	\$46,845.00
MORGAN COUNTY REA	Utilities Electric	\$8,549.30
OUT WEST SENIOR CENTER	Donation Senior Center	\$1,250.00
PITNEY BOWES (LEASE & SUPPLIES)	Postage Meter Supplies	\$67.99
SAFEbuilt, LLC	Com/Res Building Insp	\$9,365.03
SALT LAKE WHOLESALE SPORTS	Ammunition	\$2,013.46
VIAERO WIRELESS	Cell Phone	\$444.84
WIGGINS ELECTRIC INC.	LED Street ight Fixture Replacement	\$1,020.35
WIGGINS HISTORICAL GROUP	Donation Old Trail School	\$1,250.00
WOLF WASTE, LLC	Trash	\$298.00
XCEL ENERGY	Utilites Gas	\$524.60

Approved: 

Date: 01/20/2023

Total: \$243,861.84

**TOWN of WIGGINS - BILL PAID**  
**JANUARY 2023**

Vendor	Description	Amount Paid
BANK OF THE WEST	Credit Card	\$2,710.28
BLOEDORN LUMBER	Shed Building Supplies	\$420.11
CASELLE, INC	Software Support	\$906.00
CHS	Propane	\$459.80
COLORADO ANALYTICAL LABORATORY	Water Analysis	\$280.00
COLORADO RURAL WATER ASSN	2023 Membership	\$300.00
CORE & MAIN	Water Line/Meter Supplies	\$4,522.43
COUNTRY HARDWARE	Misc PW Repair/Maint Supplies	\$1,978.74
EMIL, KIM	Municipal Judge	\$312.50
GALLS	PD Uniform	\$443.97
GRAINGER	Water/Sewer/PW Supplies	\$1,784.86
HARMAN, STEPHANIE	CIS/NIBRS	\$126.00
HAYES POZNANOVIC KORVER, LLC	Water Attornes Fees	\$15,764.50
HE LLC	PW Assist	\$1,062.00
INVOICE CLOUD	Finance Billing Software Support	\$363.40
KELLY, PC	Town Attorney Legal Fees	\$1,569.50
LEAF	Copier Lease	\$159.00
LEXIPOL,LLC	Law Enforce Manual & Train Bulletins	\$2,572.89
LRE Water	Water Rights Engineering	\$19,681.25
MGS INC.	Pickup Bed Sand Spreader Box	\$7,395.00
MORGAN COUNTY QUALITY WATER	3261 ROAD U	\$33.73
MOEGAN COUNTY RURAL ELECTRIC	Utilities Eletric	\$8,250.25
MORGAN COUNTY TREASURER	Kiowa-Bijou Well	\$30.00
PEREZ, LUCIO	PW Shop Drywall	\$1,500.00
PITTNEY BOWES	Postage	\$600.00
PRAIRIE MOUNTAIN MEDIA	Notice of Punlic Hearing	\$62.56
RH WATER & WASTEWATER, INC.	Water & Sewer Contract Op/WET TST	\$2,890.00
SAFEbuilt, LLC	Building Permit Plan Review	\$359.86
STATEWIDE INTERNET PORTAL AUTH	Google Software License	\$1,155.00
STUB'S GAS & OIL, INC.	PW Fuel	\$2,061.43
UNCC	Water & Sewer Locates	\$84.50
USA BLUEBOOK	Water Supplies	\$1,842.53
Walker Repair Services	Vehicle Repair-PW & PD	\$1,576.82
WIGGINS FARM AND AUTO SUPPLY	Vehicle Repair/Maint Supplies	\$1,045.52
XCEL ENERGY	Utilities Gas	\$1,819.81

Approved: 

Date: 01/20/2023

Total: \$86,124.24

# INCIDENT ANALYSIS - DAY

Date 01/05/2023

Time 11:24:48

Report CFS03

Agency Wiggins Police Dept.

Dates 12/01/2022 Thru 12/31/2022

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
<div> <div>Agency: WPD Wiggins Police Dept.</div> </div>								
00600 Theft	0	1	1	0	1	1	0	4
01100 Fraud	0	0	0	0	0	1	0	1
02430 Loud Noise	0	1	1	0	0	0	0	2
02660 Harass/threat	0	0	0	0	1	0	0	1
02670 Local Ordinance Violation	0	0	0	0	0	12	0	12
02671 Dog At Large	0	0	0	1	2	0	1	4
02700 Susp Pers/veh/inc	0	0	0	0	2	0	0	2
03000 Community Policing	0	0	1	0	0	0	3	4
03010 Assist Other Agency	1	1	1	2	5	3	2	15
03055 Remove A Party	1	0	0	0	0	0	1	2
03060 Funeral Assist	0	1	0	0	0	0	0	1
03080 Medical Assist	1	0	0	1	0	1	1	4
03100 Welfare Check	1	0	0	2	0	0	0	3
03120 Extra Patrol	23	28	19	22	49	36	22	199
03540 Traffic Accident	0	0	0	0	1	0	0	1
03610 Parking Complaint	0	0	0	0	0	0	1	1
03620 Traffic Hazard	0	0	0	0	0	2	0	2
03640 Animal Control	0	0	0	1	0	1	0	2
03644 Vicious Dog	0	0	0	0	0	1	0	1
03695 Family Dispute	0	0	1	0	0	0	0	1
03750 Meet Party	1	0	0	0	0	0	0	1
03760 Information	0	1	0	0	0	0	0	1
04000 Alarm	0	0	0	1	0	0	0	1
07510 Abandoned Vehicle	0	0	0	0	0	1	0	1
07520 Motorist Assist	0	0	1	1	2	2	0	6
07530 Traffic Contact	0	2	2	2	22	14	11	53
07580 Vehicle Inspection	0	0	0	0	2	0	0	2
09000 Fire Investigation LE	1	0	0	0	0	0	0	1
09001 911-Welfare Check	0	1	1	0	2	1	0	5
09003 911-No Answer On Call Bac	0	0	0	0	0	0	1	1
09007 Animal Welfare Check	0	0	0	0	0	0	1	1
09900 Follow Up/Investigation	2	1	2	0	1	2	0	8
09902 Civil Issues	0	0	0	0	0	1	0	1
09917 Special Events	0	0	0	0	0	1	0	1
35DU Traffic Contact-DUI Inv	0	0	0	0	0	0	2	2
35HR Traffic Accident-H & R	0	0	0	0	1	0	0	1
J50 Morgan County Jail	0	0	0	0	1	0	0	1
SEO Select Enforce Off Init	1	2	5	3	23	9	9	52
Wiggins Police Dept. Agency Total	32	39	35	36	115	89	55	401
Total	32	39	35	36	115	89	55	401

TOWN OF WIGGINS  
COMBINED CASH INVESTMENT  
DECEMBER 31, 2022

COMBINED CASH ACCOUNTS

01-10210	HIGH PLAINS-MAIN CHECKING	4,998,365.94
01-10700	RETURNED CHECK CLEARING ACCT	391.30
01-10750	UTILITY CASH CLEARING ACCOUNT	( 49,335.02)
TOTAL COMBINED CASH		4,949,422.22
01-10100	CASH ALLOCATED TO OTHER FUNDS	( 5,141,342.31)
TOTAL UNALLOCATED CASH		( 191,920.09)

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	1,772,270.02
20	ALLOCATION TO WATER ENTERPRISE	1,341,017.96
30	ALLOCATION TO SEWER ENTERPRISE	1,225,843.96
40	ALLOCATION TO SALES TAX CAPITAL IMPROVEMENT	781,750.39
50	ALLOCATION TO CONSERVATION TRUST	20,459.98
TOTAL ALLOCATIONS TO OTHER FUNDS		5,141,342.31
ALLOCATION FROM COMBINED CASH FUND - 01-10100		( 5,141,342.31)
ZERO PROOF IF ALLOCATIONS BALANCE		.00

TOWN OF WIGGINS  
BALANCE SHEET  
DECEMBER 31, 2022

GENERAL FUND

ASSETS

10-10100	CASH IN COMBINED CASH FUND	1,772,270.02	
10-10110	PETTY CASH (T. MANAGER)	44.30	
10-10120	PETTY CASH (T. CLERK)	805.39	
10-10240	CASH IN BANK COMM HALL FUND SA	18,831.03	
10-10250	COLOTRUST FUND	108.45	
10-10260	CASH IN USE TAX FUND	267,277.31	
10-10310	CASH W/ COUNTY TREASURER	3,505.36	
10-10500	PROPERTY TAXES RECEIVABLE	499,772.00	
10-11500	ACCOUNTS RECEIVABLE	55,352.50	
10-14100	PREPAID EXPENSES	1,079.39	
10-16400	EQUIPMENT & MACHINERY	( 731.50)	
TOTAL ASSETS			<u>2,618,314.25</u>

LIABILITIES AND EQUITY

LIABILITIES

10-20200	ACCOUNTS PAYABLE	( 2,154.39)	
10-20210	PAYABLE TO SCHOOL DISTRICT	20,683.21	
10-22210	DEFERRED PROPERTY TAX	499,772.00	
10-22710	FED/ FICA TAXES PAYABLE	17,070.25	
10-22720	STATE W/H TAXES PAYABLE	14,922.40	
10-22740	POLICE PENSION PAYABLE	6,082.02	
10-22760	DEFERRED COMP CONTRIB PAYABLE	2,988.05	
10-22770	UNEMPLOYMENT PAYABLE	( 2,006.72)	
10-22790	GARNISHMENT PAYABLE	( 647.50)	
10-22820	HEALTH INSURANCE PAYABLE	( 32,726.70)	
10-22825	AFLAC PAYABLE	86.72	
10-22830	LIFE INSURANCE PAYABLE	30.80	
10-22840	VISION INSURANCE PAYABLE	73.77	
10-25320	FUND BALANCE	1,324,817.00	
TOTAL LIABILITIES			1,848,990.91

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	636,706.48		
BALANCE - CURRENT DATE		636,706.48	
TOTAL FUND EQUITY			<u>636,706.48</u>
TOTAL LIABILITIES AND EQUITY			<u>2,485,697.39</u>

TOWN OF WIGGINS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
10-30004 GENERAL MISCELLANEOUS	10.40	1,274.45	.00	( 1,274.45)	.0
10-31100 CURRENT PROPERTY TAX	989.23	500,376.72	499,772.00	( 604.72)	100.1
10-31200 SPECIFIC OWNERSHIP	3,013.23	39,980.66	25,000.00	( 14,980.66)	159.9
10-31300 1% TOWN SALES TAX	24,750.91	287,828.62	200,000.00	( 87,828.62)	143.9
10-31301 USE TAX	376.01	201,170.56	120,000.00	( 81,170.56)	167.6
10-31420 CIGARETTE TAX	182.75	1,849.75	1,800.00	( 49.75)	102.8
10-31810 SEVERENCE TAX	.00	53,074.06	6,500.00	( 46,574.06)	816.5
10-31820 FRANCHISE FEE-MORGAN CTY REA	10,646.87	17,624.87	8,000.00	( 9,624.87)	220.3
10-31821 FRANCHISE FEE-XCEL ENERGY	2,688.39	15,064.97	8,000.00	( 7,064.97)	188.3
10-31823 FRANCHISE FEE--BLUE LIGHTNING	.00	3,703.11	2,750.00	( 953.11)	134.7
10-31900 PENALTIES & INTEREST	69.24	978.36	.00	( 978.36)	.0
10-32110 LIQUOR LICENSE (15%)	75.00	235.00	175.00	( 60.00)	134.3
10-32210 BUILDING PERMITS	664.32	148,074.49	50,000.00	( 98,074.49)	296.2
10-33412 DOLA EIAF 2021	.00	.00	82,500.00	82,500.00	.0
10-33415 FEDERAL GRANT--ARP	.00	146,159.89	146,160.00	.11	100.0
10-33430 MISCELLANEOUS FEES	.00	395.38	.00	( 395.38)	.0
10-33530 HIGHWAY USERS TAX	5,277.59	58,017.61	38,000.00	( 20,017.61)	152.7
10-33550 ADDITIONAL MOTOR VEHICLE	846.75	9,970.44	6,000.00	( 3,970.44)	166.2
10-33800 ROAD & BRIDGE	120.76	57,188.47	38,000.00	( 19,188.47)	150.5
10-34210 SPECIAL POLICE SERVICES	5.00	106.88	.00	( 106.88)	.0
10-34215 VIN INSPECTIONS	30.00	930.00	250.00	( 680.00)	372.0
10-34220 BUILDING DEVELOPMENT REVIEW	.00	15,584.40	5,000.00	( 10,584.40)	311.7
10-34221 BUILDING INSPECTION PLAN REV	.00	48,890.89	1,000.00	( 47,890.89)	4889.1
10-34282 PARKS & REC FEES	.00	( 25.00)	.00	25.00	.0
10-34283 SOFTBALL REG FEES	.00	2,100.00	2,000.00	( 100.00)	105.0
10-34284 BASEBALL REG FEES	260.00	8,895.00	11,000.00	2,105.00	80.9
10-34286 VOLLEYBALL REG FEES	.00	530.00	1,000.00	470.00	53.0
10-34287 SOCCER REG FEES	190.00	6,610.00	1,500.00	( 5,110.00)	440.7
10-34289 MISCELLANEOUS ACTIVITY FEES	.00	.00	2,000.00	2,000.00	.0
10-35110 COURT FINES-MUNICIPAL	3,595.00	44,249.12	30,000.00	( 14,249.12)	147.5
10-36000 OTHER MISCELLANEOUS	.00	681.14	.00	( 681.14)	.0
10-36010 DOG LICENSES/CLINIC	25.00	350.00	300.00	( 50.00)	116.7
10-36011 BUSINESS LICENSES	180.00	4,090.90	3,500.00	( 590.90)	116.9
10-36012 CONTRACTOR LICENSES	375.00	1,750.00	1,800.00	50.00	97.2
10-36013 GOLF CART LICENSES	25.00	755.00	150.00	( 605.00)	503.3
10-36030 SPECIAL EVENT FEES	.00	410.00	.00	( 410.00)	.0
10-36040 INSURANCE PROCEEDS	.00	5,597.65	.00	( 5,597.65)	.0
10-36050 CAPITAL CREDITS RECEIVED	.00	1,746.49	.00	( 1,746.49)	.0
10-36100 INTEREST ON SAVINGS	8.53	24.07	10.00	( 14.07)	240.7
10-36310 BUILDING & FARM RENT	500.00	4,165.00	6,000.00	1,835.00	69.4
10-36420 REFUNDS	.00	( 838.75)	.00	838.75	.0
10-36500 CONTRIBUTIONS/DONATIONS	.00	315.00	.00	( 315.00)	.0
10-36501 SPONSORSHIPS	.00	1,500.00	.00	( 1,500.00)	.0
10-36510 OTHER GRANTS	.00	28,995.00	.00	( 28,995.00)	.0
10-36511 GRANTS--LEAF	.00	2,900.00	.00	( 2,900.00)	.0
10-36512 GRANTS--DUI	.00	4,850.00	.00	( 4,850.00)	.0
10-36513 GRANTS--TRAINING	.00	1,575.87	.00	( 1,575.87)	.0
10-36514 GRANT--SIPA	.00	6,500.00	.00	( 6,500.00)	.0
10-36515 GRANT--C.I.O.T.	.00	2,189.37	.00	( 2,189.37)	.0
10-39160 TRANSFER FROM SALES TAX FUND	.00	.00	50,000.00	50,000.00	.0
10-39210 SALE OF FIXED ASSETS	.00	24,737.75	.00	( 24,737.75)	.0

TOWN OF WIGGINS  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
TOTAL FUND REVENUE	54,904.98	1,763,133.19	1,348,167.00	( 414,966.19)	130.8



TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENTAL</u>					
10-410-13 FINANCIAL AUDIT	.00	5,000.00	9,000.00	4,000.00	55.6
10-410-32 PROFESSIONAL SERVICES	1,386.11	22,449.55	15,000.00	( 7,449.55)	149.7
10-410-34 CODIFICATION	.00	.00	12,000.00	12,000.00	.0
10-410-35 COPIER LEASE	.00	724.97	477.00	( 247.97)	152.0
10-410-40 EMPLOYEE TRAINING	.00	1,302.86	5,000.00	3,697.14	26.1
10-410-41 TELEPHONE & INTERNET	.00	1,154.39	800.00	( 354.39)	144.3
10-410-42 UTILITIES--ELECTRIC	71.98	836.62	3,000.00	2,163.38	27.9
10-410-43 OFFICE BLDG REPAIRS & MAINT	.00	2,396.27	2,000.00	( 396.27)	119.8
10-410-44 POSTAGE METER LEASE	.00	.00	525.00	525.00	.0
10-410-45 UTILITIES-GAS	91.16	1,051.38	1,200.00	148.62	87.6
10-410-46 CELL PHONE	110.22	1,181.44	980.00	( 201.44)	120.6
10-410-48 TRASH	.00	.00	270.00	270.00	.0
10-410-52 INSURANCE & BONDS	.00	36,825.20	25,000.00	( 11,825.20)	147.3
10-410-54 ADVERTISING	.00	512.88	250.00	( 262.88)	205.2
10-410-55 POSTAGE & SHIPPING	.00	530.64	1,500.00	969.36	35.4
10-410-58 TRAVEL & MEETINGS	.00	2,714.94	3,500.00	785.06	77.6
10-410-61 OPERATING SUPPLIES	520.52	5,102.42	10,000.00	4,897.58	51.0
10-410-68 COPIER EXPENSE	.00	814.38	600.00	( 214.38)	135.7
10-410-70 IT SUPPORT	.00	281.96	15,000.00	14,718.04	1.9
10-410-71 COMPUTER SOFTWARE	355.23	2,307.02	3,000.00	692.98	76.9
10-410-90 DUES & SUBSCRIPTIONS	100.00	976.08	2,500.00	1,523.92	39.0
10-410-91 NEWSLETTERS & PUBLICATIONS	.00	738.25	.00	( 738.25)	.0
TOTAL GENERAL GOVERNMENTAL	2,635.22	86,901.25	111,602.00	24,700.75	77.9
<u>ADMINISTRATION DEPARTMENT</u>					
10-411-11 SALARY-TOWN CLERK	.00	543.00	.00	( 543.00)	.0
10-411-15 ADMINISTRATION DEPT EMPLOYEES	6,863.48	85,751.18	86,649.00	897.82	99.0
10-411-20 EMPLOYEE BENEFITS	500.75	8,884.13	13,847.00	4,962.87	64.2
10-411-22 FICA & MEDICARE	532.13	6,530.66	6,629.00	98.34	98.5
10-411-23 457 RETIREMENT	304.16	3,388.44	6,190.00	2,801.56	54.7
10-411-25 UNEMPLOYMENT INS	.45	90.91	254.00	163.09	35.8
10-411-26 WORKERS' COMPENSATION	.00	( 3,330.54)	150.00	3,480.54	(2220.
10-411-27 EMPLOYEE APPRECIATION	.00	66.91	1,000.00	933.09	6.7
10-411-28 TA VEHICLE STIPEND	.00	.00	1,000.00	1,000.00	.0
TOTAL ADMINISTRATION DEPARTMENT	8,200.97	101,924.69	115,719.00	13,794.31	88.1

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL DEPARTMENT</u>					
10-412-00 CONTRACT-JUDGE	.00	3,750.00	3,600.00	( 150.00)	104.2
10-412-01 CONTRACT-TOWN PROSECUTOR	630.00	3,285.00	3,000.00	( 285.00)	109.5
10-412-35 COPIER LEASE	.00	434.99	125.00	( 309.99)	348.0
10-412-41 TELEPHONE & INTERNET	.00	.00	100.00	100.00	.0
10-412-55 POSTAGE	141.30	339.95	50.00	( 289.95)	679.9
10-412-61 OFFICE SUPPLIES	86.56	176.68	150.00	( 26.68)	117.8
10-412-68 COPIER EXPENSE	.00	.00	200.00	200.00	.0
10-412-70 IT SUPPORT	.00	.00	100.00	100.00	.0
10-412-71 COMPUTER SOFTWARE	.00	.00	200.00	200.00	.0
TOTAL JUDICIAL DEPARTMENT	857.86	7,986.62	7,525.00	( 461.62)	106.1
<u>MAYOR &amp; LEGISLATIVE BOARDS</u>					
10-413-10 MAYOR COMPENSATION	200.00	2,400.00	2,400.00	.00	100.0
10-413-11 BOARD OF TRUSTEES COMPENSATION	240.00	2,880.00	2,880.00	.00	100.0
10-413-12 BOARD OF TRUSTEES APPRECIATION	.00	.00	500.00	500.00	.0
10-413-22 FICA & MEDICARE	33.66	403.92	404.00	.08	100.0
10-413-26 WORKERS' COMPENSATION	.00	49.46	140.00	90.54	35.3
10-413-40 BOARD OF TRUSTEES TRAINING	.00	.00	3,000.00	3,000.00	.0
10-413-51 E & O INSURANCE	.00	3,084.63	2,000.00	( 1,084.63)	154.2
10-413-58 BOARD TRAVEL & MEETINGS	.00	260.00	5,000.00	4,740.00	5.2
10-413-71 COMPUTER SOFTWARE	.00	305.61	.00	( 305.61)	.0
10-413-90 DUES & SUBSCRIPTIONS	1.99	844.99	2,500.00	1,655.01	33.8
TOTAL MAYOR & LEGISLATIVE BOARDS	475.65	10,228.61	18,824.00	8,595.39	54.3
<u>ELECTIONS</u>					
10-414-00 ELECTIONS	.00	2,748.81	3,000.00	251.19	91.6
TOTAL ELECTIONS	.00	2,748.81	3,000.00	251.19	91.6
<u>TREASURER'S OFFICE</u>					
10-415-15 COLLECTIONS (TREASURERS FEE)	21.16	9,853.66	8,000.00	( 1,853.66)	123.2
10-415-30 TOWN LEGAL	7,783.00	56,836.00	35,000.00	( 21,836.00)	162.4
10-415-40 REPORTING & PUBLISHING	.00	87.40	1,200.00	1,112.60	7.3
TOTAL TREASURER'S OFFICE	7,804.16	66,777.06	44,200.00	( 22,577.06)	151.1

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ECONOMIC DEVELOPMENT</u>						
10-416-50	ECONOMIC DEVELOPMENT	.00	.00	20,000.00	20,000.00	.0
10-416-51	MEMBERSHP FEE/DUES	.00	2,670.00	4,500.00	1,830.00	59.3
	TOTAL ECONOMIC DEVELOPMENT	.00	2,670.00	24,500.00	21,830.00	10.9
<u>COMMUNITY DEVELOPMENT</u>						
10-417-30	COMMUNITY MEETINGS	.00	.00	1,000.00	1,000.00	.0
10-417-35	COPIER LEASE	.00	.00	95.00	95.00	.0
10-417-44	POSTAGE	.00	.00	105.00	105.00	.0
10-417-55	POSTAGE MACHINE LEASE	.00	.00	500.00	500.00	.0
10-417-61	OFFICE SUPPLIES	.00	.00	120.00	120.00	.0
10-417-63	ABATEMENT	.00	.00	500.00	500.00	.0
10-417-68	COPIER EXPENSE	.00	.00	120.00	120.00	.0
10-417-70	IT SUPPORT	.00	.00	200.00	200.00	.0
10-417-71	COMPUTER SOFTWARE	.00	168.14	100.00	( 68.14)	168.1
10-417-85	CODE ENFORCEMENT	.00	.00	500.00	500.00	.0
10-417-91	NEWSLETTER	301.63	301.63	2,100.00	1,798.37	14.4
	TOTAL COMMUNITY DEVELOPMENT	301.63	469.77	5,340.00	4,870.23	8.8
<u>PLANNING &amp; ZONING</u>						
10-418-30	LEGAL/ENGINEERING SUPPORT	.00	5,542.50	3,500.00	( 2,042.50)	158.4
10-418-35	COPIER LEASE	.00	.00	95.00	95.00	.0
10-418-40	STAFF TRAINING	.00	.00	1,000.00	1,000.00	.0
10-418-41	TELEPHONE & INTERNET	.00	.00	425.00	425.00	.0
10-418-44	POSTAGE	.00	51.86	105.00	53.14	49.4
10-418-49	COMMISSION TRAINING	.00	.00	500.00	500.00	.0
10-418-51	MEMBERSHIPS/PUBLICATIONS	.00	14.06	200.00	185.94	7.0
10-418-54	NOTICES/PUBLICATIONS	88.44	756.35	1,000.00	243.65	75.6
10-418-55	POSTAGE MACHINE LEASE	.00	17.94	420.00	402.06	4.3
10-418-61	OFFICE SUPPLIES	34.87	260.41	50.00	( 210.41)	520.8
10-418-68	COPIER EXPENSE	.00	.00	100.00	100.00	.0
10-418-70	IT SUPPORT	.00	.00	100.00	100.00	.0
10-418-71	COMPUTER SOFTWARE	.00	278.14	100.00	( 178.14)	278.1
10-418-93	COMPREHENSIVE PLAN	.00	.00	82,500.00	82,500.00	.0
10-418-94	ZONING MAP	.00	.00	5,000.00	5,000.00	.0
10-418-97	LAND DEVELOPMENT CODE	.00	.00	37,500.00	37,500.00	.0
10-418-98	IMPACT FEE STUDY	.00	.00	30,000.00	30,000.00	.0
	TOTAL PLANNING & ZONING	123.31	6,921.26	162,595.00	155,673.74	4.3

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY PROGRAMS</u>					
10-419-00 FOURTH OF JULY FESTIVAL	3.97	20,075.82	20,000.00	( 75.82)	100.4
10-419-01 WIGGINS OLD TIME CHRISTMAS	2,467.54	9,884.65	4,000.00	( 5,884.65)	247.1
10-419-02 FALL HARVEST FESTIVAL	.00	.00	4,000.00	4,000.00	.0
10-419-05 BUSINESS DIST BEAUTIFICATION	.00	625.70	2,000.00	1,374.30	31.3
10-419-10 EVENTS COORINATOR	.00	.00	25,000.00	25,000.00	.0
10-419-20 DONATIONS/GRANTS	3,250.00	5,440.00	10,000.00	4,560.00	54.4
10-419-50 ECONOMIC DEVELOPMENT	.00	( 6,925.20)	.00	6,925.20	.0
10-419-58 COMMUNITY MEETINGS	.00	.00	2,000.00	2,000.00	.0
10-419-61 OFFICE EQUIPMENT LEASES	.00	13.77	.00	( 13.77)	.0
10-419-62 MAIN STREET PROGRAMS	.00	.00	20,000.00	20,000.00	.0
10-419-65 TREES/TREE PLANTING	.00	1,692.78	2,000.00	307.22	84.6
10-419-66 PLANTERS	.00	.00	1,500.00	1,500.00	.0
10-419-91 NEWSLETTER/EVENT POSTCARD	99.96	420.36	1,200.00	779.64	35.0
10-419-99 OTHER MISCELLANEOUS	.00	475.66	.00	( 475.66)	.0
 TOTAL COMMUNITY PROGRAMS	 5,821.47	 31,703.54	 91,700.00	 59,996.46	 34.6

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT</u>					
10-421-02 CONTRACT SERVICES	.00	1,134.50	3,600.00	2,465.50	31.5
10-421-04 OFFICER EQUIPMENT	1,107.20	33,926.69	45,250.00	11,323.31	75.0
10-421-05 CAPITAL OUTLAY-EQUIPMENT	89.00	89.00	.00	( 89.00)	.0
10-421-15 POLICE SALARIES	25,493.21	180,828.45	179,727.00	( 1,101.45)	100.6
10-421-20 EMPLOYEE BENEFITS	1,723.40	19,198.40	28,649.00	9,450.60	67.0
10-421-21 VEHICLE/MOBILE EQUIPMENT	172.90	11,278.36	6,000.00	( 5,278.36)	188.0
10-421-22 FICA & MEDICARE	380.30	2,736.26	13,749.00	11,012.74	19.9
10-421-23 PENSION-FPPA	1,528.00	16,390.11	16,175.00	( 215.11)	101.3
10-421-24 DEATH & DISABILITY-FPPA	227.15	1,539.87	2,876.00	1,336.13	53.5
10-421-25 UNEMPLOYMENT INSURANCE	.00	83.58	539.00	455.42	15.5
10-421-26 WORKERS' COMPENSATION	.00	3,840.46	7,510.00	3,669.54	51.1
10-421-28 FARM HOUSE UTILITIES-GAS/ELECT	216.88	3,178.15	.00	( 3,178.15)	.0
10-421-29 UNIFORMS	.00	1,704.57	3,000.00	1,295.43	56.8
10-421-30 PROFESSIONAL LEGAL SERVICES	.00	964.50	1,000.00	35.50	96.5
10-421-35 COPIER LEASE	.00	145.01	95.00	( 50.01)	152.6
10-421-40 TRAINING	( 2,139.69)	658.97	3,000.00	2,341.03	22.0
10-421-41 TELEPHONE & INTERNET	.00	255.44	2,735.00	2,479.56	9.3
10-421-42 MC COM CENTER PHONE LINE	.00	402.85	1,821.00	1,418.15	22.1
10-421-43 REPAIRS AND MAINTENANCE (AUTO)	49.94	1,581.93	5,525.00	3,943.07	28.6
10-421-44 UTILITIES-ELECTRIC	71.97	836.62	750.00	( 86.62)	111.6
10-421-45 UTILITIES-GAS	.00	461.78	400.00	( 61.78)	115.5
10-421-46 CELL PHONE	223.08	2,273.42	350.00	( 1,923.42)	649.6
10-421-48 TRASH	.00	.00	270.00	270.00	.0
10-421-49 OTHER MISCELLANEOUS	125.00	1,348.90	1,000.00	( 348.90)	134.9
10-421-52 INSURANCE & BONDS	.00	15,225.18	25,000.00	9,774.82	60.9
10-421-55 PRINTING	.00	745.00	800.00	55.00	93.1
10-421-61 OFFICE/GEN OPERATING SUPPLIES	98.24	2,323.84	1,000.00	( 1,323.84)	232.4
10-421-62 FUEL	1,620.89	8,610.61	8,500.00	( 110.61)	101.3
10-421-64 CRIME PREVENTION	.00	12.50	500.00	487.50	2.5
10-421-68 COPIER EXPENSE	.00	.00	100.00	100.00	.0
10-421-70 IT SUPPORT	.00	8.95	2,500.00	2,491.05	.4
10-421-71 COMPUTER SOFTWARE	.00	497.62	9,760.00	9,262.38	5.1
10-421-72 AMMUNITION	2,013.46	2,013.46	1,700.00	( 313.46)	118.4
10-421-73 LEXIPOLE	.00	.00	2,239.00	2,239.00	.0
10-421-85 ANIMAL CONTROL	.00	599.73	100.00	( 499.73)	599.7
10-421-90 MEMBERSHIP DUES	.00	110.00	253.00	143.00	43.5
TOTAL POLICE DEPARTMENT	33,000.93	315,004.71	376,473.00	61,468.29	83.7
<u>BUILDING INSPECTION DEPARTMENT</u>					
10-424-20 BUILDING INSPECTIONS MATERIALS	.00	128.44	1,000.00	871.56	12.8
10-424-30 DEVELOPMENT REVIEW MISC EXP	1,932.50	2,797.50	5,000.00	2,202.50	56.0
10-424-31 COMMERCIAL BUILDING REVIEW	2,877.85	26,583.26	5,000.00	( 21,583.26)	531.7
10-424-32 RESIDENTIAL BUILDING REVIEW	6,487.18	96,409.78	5,000.00	( 91,409.78)	1928.2
10-424-40 EMPLOYEE TRAINING	.00	.00	2,000.00	2,000.00	.0
TOTAL BUILDING INSPECTION DEPARTMEN	11,297.53	125,918.98	18,000.00	( 107,918.98)	699.6

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS ADMINISTRATION</u>					
10-430-11 SALARY - PW MAINTENANCE(1)	5,638.48	79,665.09	30,779.00	( 48,886.09)	258.8
10-430-12 SALARY-PW MAINTENANCE(2)	.00	487.00	.00	( 487.00)	.0
10-430-15 SALARY-PW SEASONAL (MOWING)	696.60	2,007.54	6,000.00	3,992.46	33.5
10-430-16 PW EMPLOYEES-FULL TIME	1,538.50	6,162.87	32,718.00	26,555.13	18.8
10-430-20 EMPLOYEE BENEFITS - PW	759.30	5,530.50	13,857.00	8,326.50	39.9
10-430-22 FICA & MEDICARE	575.52	6,433.87	4,493.00	( 1,940.87)	143.2
10-430-23 457 RETIREMENT	138.21	985.49	1,603.00	617.51	61.5
10-430-25 UNEMPLOYMENT INSURANCE - PW	4.48	124.27	181.00	56.73	68.7
10-430-26 WORKERS' COMPENSATION - PW	.00	2,065.46	8,250.00	6,184.54	25.0
TOTAL PUBLIC WORKS ADMINISTRATION	9,351.09	103,462.09	97,881.00	( 5,581.09)	105.7
<u>PUBLIC WORKS &amp; STREETS DEPT</u>					
10-431-00 UNIFORMS - PW	169.10	895.45	3,500.00	2,604.55	25.6
10-431-20 REPAIRS-EQUIPMENT & VEHICLES	971.93	13,996.72	9,500.00	( 4,496.72)	147.3
10-431-21 STREETS-SIGNS & MATERIAL	.00	2,294.51	10,000.00	7,705.49	23.0
10-431-22 REPAIRS & MAINTENANCE-STREETS	1,250.00	22,688.68	.00	( 22,688.68)	.0
10-431-23 EQUIPMENT RENTAL	.00	.00	200.00	200.00	.0
10-431-24 REPAIRS & MAINTENANCE-STREETS	.00	.00	10,000.00	10,000.00	.0
10-431-25 FARM HOUSE MAINT	147.26	3,277.95	1,000.00	( 2,277.95)	327.8
10-431-28 FARM HOUSE UTILITIES	.00	.00	2,700.00	2,700.00	.0
10-431-35 COPIER LEASE	.00	145.01	95.00	( 50.01)	152.6
10-431-39 GIS	.00	250.00	250.00	.00	100.0
10-431-40 EMPLOYEE TRAINING	.00	44.00	2,500.00	2,456.00	1.8
10-431-41 UTILITIES - ELECTRIC	94.83	2,970.36	1,500.00	( 1,470.36)	198.0
10-431-43 BUIDING MAINT	2,435.47	24,486.71	3,000.00	( 21,486.71)	816.2
10-431-45 UTILITIES-GAS	91.16	1,051.38	1,200.00	148.62	87.6
10-431-46 CELL PHONE	74.36	852.68	975.00	122.32	87.5
10-431-47 TELEPHONE & INTERNET	46.98	1,117.62	800.00	( 317.62)	139.7
10-431-48 TRASH	.00	.00	540.00	540.00	.0
10-431-52 INSURANCE - PW	.00	10,477.90	9,611.00	( 866.90)	109.0
10-431-55 POSTAGE & SHIPPING-PW	.00	62.50	.00	( 62.50)	.0
10-431-60 STREET LIGHTING - PW	1,916.10	10,798.43	9,600.00	( 1,198.43)	112.5
10-431-61 OFFICE SUPPLIES	.00	.00	1,400.00	1,400.00	.0
10-431-62 FUEL - PW	629.60	12,143.09	8,500.00	( 3,643.09)	142.9
10-431-63 CONTRACT REFUSE REMOVAL - PW	.00	2,923.00	2,000.00	( 923.00)	146.2
10-431-65 TREE PROGRAM	.00	.00	1,500.00	1,500.00	.0
10-431-66 PEST/WEED CONTROL - PW	.00	567.80	1,600.00	1,032.20	35.5
10-431-68 COPIER EXPENSE	.00	.00	78.00	78.00	.0
10-431-70 IT SUPPORT	.00	.00	2,500.00	2,500.00	.0
10-431-71 COMPUTER SOFTWARE	.00	180.15	424.00	243.85	42.5
10-431-74 EQUIPMENT- CAPITAL OUTLAY	.00	6,768.00	2,250.00	( 4,518.00)	300.8
10-431-99 OTHER MISCELLANEOUS - PW	31.41	6,039.01	.00	( 6,039.01)	.0
TOTAL PUBLIC WORKS & STREETS DEPT	7,858.20	124,030.95	87,223.00	( 36,807.95)	142.2

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STORMWATER</u>					
10-432-59 STORMWATER ENGINEERING/DESIGN	.00	23,215.00	5,000.00	( 18,215.00)	464.3
10-432-60 STORMWATER CONSTRUCTION	425.00	27,625.00	50,000.00	22,375.00	55.3
10-432-61 RETENTION/DETENTION POND MAINT	.00	.00	5,000.00	5,000.00	.0
10-432-62 CULVERT/DITCH MAINT	.00	.00	1,000.00	1,000.00	.0
10-432-63 3RD AVE STORM LIFT STATION	.00	.00	1,000.00	1,000.00	.0
10-432-64 STREET SWEEPING	.00	.00	500.00	500.00	.0
10-432-65 LEVEE REPAIR & MAINT	.00	389.49	2,000.00	1,610.51	19.5
TOTAL STORMWATER	425.00	51,229.49	64,500.00	13,270.51	79.4
<u>PARK &amp; RECREATION</u>					
10-451-10 CONTRACT LABOR	.00	480.00	.00	( 480.00)	.0
10-451-11 SALARIES - P&R DIRECTOR (SEAS)	2,340.90	8,062.98	17,991.00	9,928.02	44.8
10-451-12 SALARIES - SUMMER HELP (SEAS)	.00	1,970.36	16,141.00	14,170.64	12.2
10-451-16 SALARIES-PW FULL-TIME	307.70	1,230.77	5,006.00	3,775.23	24.6
10-451-20 EMPLOYEE BENEFITS	79.58	238.74	.00	( 238.74)	.0
10-451-22 FICA P&R	202.63	861.75	641.00	( 220.75)	134.4
10-451-23 RENTS	9.24	27.89	.00	( 27.89)	.0
10-451-25 UNEMPLOYMENT INSURANCE	5.30	22.13	25.00	2.87	88.5
10-451-26 WORKERS' COMPENSATION	.00	1,035.95	1,500.00	464.05	69.1
10-451-30 SPECIAL EVENTS - P&R	.00	56.39	1,000.00	943.61	5.6
10-451-38 CELL PHONE	37.18	687.04	490.00	( 197.04)	140.2
10-451-39 TELEPHONE & INTERNET	.00	875.64	1,200.00	324.36	73.0
10-451-40 TRAINING	.00	.00	1,000.00	1,000.00	.0
10-451-41 UTILITIES - ELECTRIC	978.89	7,799.33	12,000.00	4,200.67	65.0
10-451-42 PARK BUILDING MAINTENANCE	11,686.25	11,686.25	.00	( 11,686.25)	.0
10-451-43 PARK REPAIR AND MAINTENANCE	.00	15,953.17	15,000.00	( 953.17)	106.4
10-451-44 CAPITAL OUTLAY - PARKS	.00	12,468.50	15,000.00	2,531.50	83.1
10-451-48 TRASH	.00	.00	800.00	800.00	.0
10-451-55 NEWSLETTERS/POSTCARDS	.00	460.20	1,200.00	739.80	38.4
10-451-60 BACKGROUND CHECKS	.00	216.70	735.00	518.30	29.5
10-451-61 OPERATING SUPPLIES - P&R	.00	3,852.91	4,500.00	647.09	85.6
10-451-62 PARKS & RECREATION PROGRAMS	.00	1,180.41	3,000.00	1,819.59	39.4
10-451-70 IT SUPPORT	.00	.00	100.00	100.00	.0
10-451-71 COMPUTER SOFTWARE	175.00	1,761.13	2,100.00	338.87	83.9
10-451-81 ADULT ACTIVITIES	.00	2,004.75	.00	( 2,004.75)	.0
10-451-83 SOFTBALL	.00	155.68	2,000.00	1,844.32	7.8
10-451-84 BASEBALL	.00	7,863.19	10,100.00	2,236.81	77.9
10-451-86 VOLLEYBALL	.00	496.88	1,000.00	503.12	49.7
10-451-87 SOCCER	.00	4,778.00	1,200.00	( 3,578.00)	398.2
10-451-88 SUMMER ACTIVITY	.00	1,971.71	2,000.00	28.29	98.6
10-451-90 UNIFORMS & EQUIPMENT P&R	.00	.00	500.00	500.00	.0
10-451-91 MISC FEES	.00	8.98	.00	( 8.98)	.0
10-451-92 PARK CONCESSION EXPENSE	.00	241.45	100.00	( 141.45)	241.5
10-451-93 MEMBERSHIP/PUBLICATIONS	.00	.00	200.00	200.00	.0
TOTAL PARK & RECREATION	15,822.67	88,448.88	116,529.00	28,080.12	75.9

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	103,975.69	1,126,426.71	1,345,611.00	219,184.29	83.7
NET REVENUE OVER EXPENDITURES	( 49,070.71)	636,706.48	2,556.00	( 634,150.48)	24910.



TOWN OF WIGGINS  
BALANCE SHEET  
DECEMBER 31, 2022

WATER ENTERPRISE

ASSETS

20-10100	CASH IN COMBINED CASH FUND	1,341,017.96	
20-10120	CASH ON HAND	50.00	
20-10210	WATER ENTERPRISE CLEARING ACCT	7,603.69	
20-10250	COLOTRUST-WATER FUND	108.45	
20-10251	HIGH PLAINS WATER ENTPR FUND	182,938.27	
20-10260	COLOTRUST - DEVELOPMENT FEES	108.52	
20-10261	2011 USDA DEBT SERV RESERVE	101,329.04	
20-10262	2013 USDA DEBT SERV RESERVE	154,719.11	
20-10270	COLOTRUST-WATER BOND ACCOUNT	22.21	
20-10271	63.23% BOTW DEBT SERVICE	520.31	
20-10273	2020 BOTW LOAN--SINKING FUND	456,884.21	
20-10280	COLOTRUST-WATER BOND RESERVE	109.47	
20-10281	BANK OF THE WEST WTR RESRVS	21,295.09	
20-10282	2020 BOTW LOAN--D.S. RESERVE	255,883.59	
20-10290	OPERATION & MAINTENANCE FUND	108.51	
20-11500	ACCOUNTS RECEIVABLE	61,364.54	
20-14000	CWCB LOAN PROCEEDS ESCROW	1,133,775.50	
20-14100	PREPAID EXPENSE	276.31	
20-16100	LAND	661,549.57	
20-16200	WATER RIGHTS	5,022,202.92	
20-16300	CONSTRUCTION IN PROGRESS	46,000.00	
20-16400	PLANT EQUIPMENT	7,382,696.17	
20-16401	OTHER EQUIPMENT	28,834.06	
20-16410	ACCUMULATED DEPRECIATION	( 1,796,869.05)	
TOTAL ASSETS			<u>15,062,528.45</u>

LIABILITIES AND EQUITY

LIABILITIES

20-20200	ACCOUNTS PAYABLE	( 40,556.93)	
20-20300	ACCRUED COMPENSATED ABSENCES	7,101.64	
20-20301	ACCR'D COMP ABS--CURR. PORTION	1,775.41	
20-20400	ACCRUED INTEREST PAYABLE	157,563.15	
20-22530	2013 USDA	471,062.09	
20-22540	REVENUE BOND PAYABLE-REA	2,719,371.76	
20-22550	BOTW LOAN--63.23% WATER	1,827,739.03	
20-22600	CAPITAL LEASES PAYABLE	239,931.50	
20-22650	2017 CWCB NOTE PAYABLE	2,408,850.00	
20-22900	CUSTOMER DEPOSIT LIABILITY	68,318.85	
TOTAL LIABILITIES			7,861,156.50

FUND EQUITY

20-27900	RETAINED EARNINGS	6,464,467.93	
----------	-------------------	--------------	--

TOWN OF WIGGINS  
BALANCE SHEET  
DECEMBER 31, 2022

WATER ENTERPRISE

UNAPPROPRIATED FUND BALANCE:			
20-29001	SUSPENSE	154,951.67	
	REVENUE OVER EXPENDITURES - YTD	483,860.23	
	BALANCE - CURRENT DATE		638,811.90
	TOTAL FUND EQUITY		7,103,279.83
	TOTAL LIABILITIES AND EQUITY		14,964,436.33

TOWN OF WIGGINS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
20-34000 WATER SALES	61,051.17	931,789.93	882,000.00	( 49,789.93)	105.7
20-34001 CUSTOMER DEPOSITS	.00	445.00	35,000.00	34,555.00	1.3
20-34002 BULK WATER SALES	.00	5,508.20	3,000.00	( 2,508.20)	183.6
20-34440 TAP FEES & ACQUISITION FEES	.00	553,000.00	800,000.00	247,000.00	69.1
20-34442 WATER METER SALES	.00	834.00	.00	( 834.00)	.0
20-34450 MISCELLANEOUS WATER INCOME	2,012.50	19,311.50	15,000.00	( 4,311.50)	128.7
20-36000 WATER DEVELOPMENT CONTRIBUTION	.00	703.91	.00	( 703.91)	.0
20-36001 RENTAL INCOME	.00	.00	12,000.00	12,000.00	.0
20-36100 INTEREST EARNED	199.02	509.28	.00	( 509.28)	.0
TOTAL FUND REVENUE	63,262.69	1,512,101.82	1,747,000.00	234,898.18	86.6

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROFESSIONAL SERVICES</u>					
20-410-13 FINANCIAL AUDIT	.00	5,000.00	4,000.00	( 1,000.00)	125.0
20-410-30 LEGAL SERVICE	.00	2,436.50	5,000.00	2,563.50	48.7
20-410-31 WATER RIGHTS EXPENSES (LEGAL)	10,011.00	71,008.07	95,000.00	23,991.93	74.8
20-410-32 PROFESSIONAL SERVICES WATER	40,907.12	128,056.21	90,000.00	( 38,056.21)	142.3
20-410-33 POSTAGE	.00	1,051.91	2,000.00	948.09	52.6
20-410-34 WATER DEPOSIT REFUND	.00	.00	1,000.00	1,000.00	.0
20-410-38 PROFESSIONAL SERVICES ACCT	.00	.00	10,000.00	10,000.00	.0
20-410-40 TRAVEL, MEETINGS & TRAINING	.00	348.22	4,000.00	3,651.78	8.7
20-410-44 POSTAGE MACHINE LEASE	.00	.00	105.00	105.00	.0
20-410-59 DESIGN/SYSTEM ENGINEERING	28,713.75	80,211.75	5,000.00	( 75,211.75)	1604.2
TOTAL PROFESSIONAL SERVICES	79,631.87	288,112.66	216,105.00	( 72,007.66)	133.3

WATER ADMINISTRATION

20-411-11 SALARY-TOWN CLERK	.00	407.26	.00	( 407.26)	.0
20-411-12 EMPLOYEE SALARY-ADMINISTRATION	.00	.00	65,793.00	65,793.00	.0
20-411-15 ADMINISTRATION DEPT EMPLOYEES	6,814.90	70,042.17	.00	( 70,042.17)	.0
20-411-20 EMPLOYEE BENEFITS	331.27	6,131.58	10,505.00	4,373.42	58.4
20-411-22 FICA & MEDICARE	574.18	5,378.95	5,033.00	( 345.95)	106.9
20-411-23 457 RETIREMENT	314.31	3,063.76	5,116.00	2,052.24	59.9
20-411-25 UNEMPLOYMENT INSURANCE	2.01	38.50	197.00	158.50	19.5
20-411-26 WORKERS' COMPENSATION	.00	( 1,758.55)	145.00	1,903.55	(1212.
20-411-72 UTILITY BILLING SOFTWARE EXP	.00	2,172.00	2,920.00	748.00	74.4
TOTAL WATER ADMINISTRATION	8,036.67	85,475.67	89,709.00	4,233.33	95.3

PUBLIC WORKS ADMINISTRATION

20-430-11 SALARY-PW MAINTENANCE	2,149.41	15,811.42	30,040.00	14,228.58	52.6
20-430-15 EMPL SALARY-PW P/T SEASONAL	.00	.00	1,950.00	1,950.00	.0
20-430-20 EMPLOYEE BENEFITS	339.86	2,645.88	5,730.00	3,084.12	46.2
20-430-22 FICA & MEDICARE	151.02	1,048.47	2,298.00	1,249.53	45.6
20-430-23 457 RETIREMENT	64.49	474.38	901.00	426.62	52.7
20-430-25 UNEMPLOYMENT INSURANCE	1.24	11.95	90.00	78.05	13.3
20-430-26 WORKERS' COMPENSATION	.00	354.75	3,345.00	2,990.25	10.6
TOTAL PUBLIC WORKS ADMINISTRATION	2,706.02	20,346.85	44,354.00	24,007.15	45.9

SUPPLIES

20-431-20 REPAIRS-EQUIPMENT & VEHICLES	.00	8.48	.00	( 8.48)	.0
20-431-22 EQUIPMENT REPAIRS AND MAINT	.00	2,753.16	5,000.00	2,246.84	55.1
20-431-62 FUEL	164.90	427.71	6,000.00	5,572.29	7.1
20-431-75 VEHICLE REPAIR	.00	.00	5,000.00	5,000.00	.0
TOTAL SUPPLIES	164.90	3,189.35	16,000.00	12,810.65	19.9

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
20-432-00 LINE MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
20-432-05 UTILITY LOCATE EXPENSE	.00	267.41	.00	( 267.41)	.0
20-432-30 CONTRACT OPERATOR	160.00	3,120.00	6,000.00	2,880.00	52.0
20-432-35 COPIER LEASE	.00	724.97	477.00	( 247.97)	152.0
20-432-37 ANALYTICAL/SAMPLING EXPENSE	2,418.10	14,173.15	12,000.00	( 2,173.15)	118.1
20-432-39 GIS	.00	1,125.00	1,125.00	.00	100.0
20-432-40 TELEPHONE & INTERNET	.00	1,733.03	800.00	( 933.03)	216.6
20-432-41 UTILITIES-ELECTRIC	4,495.73	60,893.62	70,000.00	9,106.38	87.0
20-432-45 UTILITIES-GAS	251.11	2,235.61	500.00	( 1,735.61)	447.1
20-432-46 CELL PHONE	.00	.00	764.00	764.00	.0
20-432-48 TRASH	.00	.00	100.00	100.00	.0
20-432-49 UTILITIES-PROPANE	.00	6,066.66	100.00	( 5,966.66)	6066.7
20-432-50 PERMIT FEES	.00	1,220.00	300.00	( 920.00)	406.7
20-432-52 INSURANCE AND BONDS	.00	9,083.88	8,000.00	( 1,083.88)	113.6
20-432-53 BOOSTER STATION MAINTENANCE	.00	424.94	12,000.00	11,575.06	3.5
20-432-54 WATER MAIN INSTALLATION EXP	.00	1,234.48	7,500.00	6,265.52	16.5
20-432-55 METER INSTALL EXPENSE	53.60	22,704.87	30,000.00	7,295.13	75.7
20-432-56 MAINTENANCE (PLANT) RO	1,989.71	30,398.15	15,000.00	( 15,398.15)	202.7
20-432-57 TREATMENT/OPERATING SUPPLIES	.00	4,978.11	7,500.00	2,521.89	66.4
20-432-59 WATER WELL MAINTENANCE	394.28	2,652.96	1,000.00	( 1,652.96)	265.3
20-432-61 OFFICE SUPPLIES	.00	406.51	1,500.00	1,093.49	27.1
20-432-68 COPIER EXPENSE	.00	839.05	390.00	( 449.05)	215.1
20-432-70 IT SUPPORT	.00	.00	500.00	500.00	.0
20-432-75 SYSTEM REPAIR & MAINTENANCE	.00	1,302.24	.00	( 1,302.24)	.0
20-432-85 WATER LEASES	.00	.00	70,000.00	70,000.00	.0
20-432-87 EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
20-432-90 CAPITAL IMPROVEMENT PROJECT	.00	.00	100,000.00	100,000.00	.0
20-432-99 OTHER MISCELLANEOUS EXPENSE	.00	42,900.95	1,000.00	( 41,900.95)	4290.1
TOTAL OPERATIONS	9,762.53	208,485.59	354,056.00	145,570.41	58.9
<u>DEBT SERVICE</u>					
20-471-09 LOAN PMT-CWCB	.00	.00	45,000.00	45,000.00	.0
20-471-11 LOAN PAYMENT-USDA	.00	147,072.00	147,000.00	( 72.00)	100.1
20-471-12 LEASE/PURCHASE PMT-KAMMERER	.00	42,125.04	42,125.00	( .04)	100.0
20-471-13 BOTW SINKING FUND PAYMENT	.00	36,132.75	40,000.00	3,867.25	90.3
20-471-14 BOTW INTEREST PAYMENT	22,340.62	179,024.29	95,000.00	( 84,024.29)	188.5
20-471-50 LOAN ISSUANCE COSTS	18,277.39	18,277.39	.00	( 18,277.39)	.0
TOTAL DEBT SERVICE	40,618.01	422,631.47	369,125.00	( 53,506.47)	114.5
TOTAL FUND EXPENDITURES	140,920.00	1,028,241.59	1,089,349.00	61,107.41	94.4
NET REVENUE OVER EXPENDITURES	( 77,657.31)	483,860.23	657,651.00	173,790.77	73.6

TOWN OF WIGGINS  
BALANCE SHEET  
DECEMBER 31, 2022

SEWER ENTERPRISE

ASSETS

30-10100	CASH IN COMBINED CASH FUND	1,225,843.96	
30-10250	COLOTRUST FUND	108.45	
30-10251	HIGH PLAINS SEWER ENTPR FUND	63,698.32	
30-10260	COLOTRUST SEWER PROJECT	108.45	
30-10271	36.77% BOTW DEBT SERVICE	1,723.39	
30-10273	2020 BOTW LOAN--SINKING FUND	265,690.79	
30-10282	2020 BOTW LOAN--D.S. RESERVE	148,803.41	
30-10290	CD 1726--STORM SEWER WGNS SCH	12,344.09	
30-11500	ACCOUNTS RECEIVABLE	35,353.86	
30-14100	PREPAID EXPENSE	276.30	
30-16100	LAND	821,659.00	
30-16200	BUILDINGS	130,310.00	
30-16300	CONSTRUCTION IN PROGRESS	63,081.99	
30-16400	EQUIPMENT	2,118,488.31	
30-16401	OTHER EQUIPMENT	25,098.72	
30-16410	ACCUMULATED DEPRECIATION-EQ	( 768,463.19)	
TOTAL ASSETS			4,144,125.85

LIABILITIES AND EQUITY

LIABILITIES

30-20200	ACCOUNTS PAYABLE	( 36,907.25)	
30-20300	ACCRUED COMPENSATED ABSENCES	7,101.64	
30-20301	ACCR'D COMP ABS--CURR. PORTION	1,775.41	
30-20400	ACCRUED INTEREST PAYABLE	10,435.84	
30-22550	BOTH 36.77% SEWER LOAN	1,062,880.97	
30-22900	CUSTOMER DEPOSIT LIABILITY	9,796.32	
30-22905	DEVELOPER PERFORMANCE DEPOSIT	11,750.00	
TOTAL LIABILITIES			1,066,832.93

FUND EQUITY

30-27900	RETAINED EARNINGS	2,830,717.65	
UNAPPROPRIATED FUND BALANCE:			
30-29001	SUSPENSE	90,108.67	
	REVENUE OVER EXPENDITURES - YTD	138,451.48	
BALANCE - CURRENT DATE		228,560.15	
TOTAL FUND EQUITY			3,059,277.80
TOTAL LIABILITIES AND EQUITY			4,126,110.73

TOWN OF WIGGINS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
30-33420 DOLA GRANT	.00	.00	155,000.00	155,000.00	.0
30-34000 SEWER SALES	35,941.57	325,018.73	248,400.00	( 76,618.73)	130.8
30-34001 CUSTOMER DEPOSITS	.00	130.00	35,000.00	34,870.00	.4
30-34440 TAP FEES	.00	238,000.00	320,000.00	82,000.00	74.4
30-36100 INTEREST EARNED	28.87	122.55	.00	( 122.55)	.0
30-39110 TRANSFER FROM SALES TAX FUND	.00	.00	85,000.00	85,000.00	.0
 TOTAL FUND REVENUE	 35,970.44	 563,271.28	 843,400.00	 280,128.72	 66.8

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROFESSIONAL SERVICES</u>					
30-410-13 FINANCIAL AUDIT	.00	5,000.00	8,000.00	3,000.00	62.5
30-410-30 LEGAL SERVICE	.00	1,581.00	500.00	( 1,081.00)	316.2
30-410-32 PROFESSIONAL SERVICES	1,386.02	21,244.34	15,000.00	( 6,244.34)	141.6
30-410-33 POSTAGE	.00	717.09	2,100.00	1,382.91	34.2
30-410-34 SEWER DEPOSIT REFUND	.00	.00	500.00	500.00	.0
30-410-35 COPIER LEASE	.00	724.85	477.00	( 247.85)	152.0
30-410-40 TRAINING	.00	310.06	1,000.00	689.94	31.0
30-410-44 POSTAGE MACHINE LEASE	.00	.00	105.00	105.00	.0
30-410-67 OFFICE SUPPLIES	.00	.00	200.00	200.00	.0
30-410-68 COPIER EXPENSE	.00	.00	600.00	600.00	.0
TOTAL PROFESSIONAL SERVICES	1,386.02	29,577.34	28,482.00	( 1,095.34)	103.9

SEWER ADMINISTRATION

30-411-11 SALARY-TOWN CLERK	.00	407.26	.00	( 407.26)	.0
30-411-14 EMPLOYEE SALARIES-ADMIN	.00	.00	45,524.00	45,524.00	.0
30-411-15 ADMINISTRATION DEPT EMPLOYEES	6,814.88	70,042.11	.00	( 70,042.11)	.0
30-411-20 EMPLOYEE BENEFITS	331.26	6,131.46	7,162.00	1,030.54	85.6
30-411-22 FICA & MEDICARE	574.21	5,379.20	3,483.00	( 1,896.20)	154.4
30-411-23 457 RETIREMENT	314.30	3,063.51	3,610.00	546.49	84.9
30-411-25 UNEMPLOYMENT INSURANCE	2.00	38.48	137.00	98.52	28.1
30-411-26 WORKERS' COMPENSATION	.00	( 1,195.75)	145.00	1,340.75	(824.7)
30-411-70 IT SUPPORT	.00	.00	250.00	250.00	.0
30-411-72 UTILITY SOFTWARE EXPENSE	.00	.00	2,920.00	2,920.00	.0
TOTAL SEWER ADMINISTRATION	8,036.65	83,866.27	63,231.00	( 20,635.27)	132.6

PUBLIC WORKS ADMINISTRATION

30-430-11 SALARY-PW MAINTENANCE	1,534.01	13,349.88	.00	( 13,349.88)	.0
30-430-12 SALARY-PW MAINTENANCE	615.40	3,872.32	30,040.00	26,167.68	12.9
30-430-13 EMPL SALARY-PW P/T SEASONAL	.00	.00	1,950.00	1,950.00	.0
30-430-20 EMPLOYEE BENEFITS	339.86	2,645.88	5,730.00	3,084.12	46.2
30-430-22 FICA & MEDICARE	150.97	1,156.49	2,298.00	1,141.51	50.3
30-430-23 457 RETIREMENT	64.46	474.33	901.00	426.67	52.6
30-430-25 UNEMPLOYMENT	1.22	14.19	149.00	134.81	9.5
30-430-26 WORKERS' COMPENSATION	.00	222.95	90.00	( 132.95)	247.7
TOTAL PUBLIC WORKS ADMINISTRATION	2,705.92	21,736.04	41,158.00	19,421.96	52.8



TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WWTP</u>					
30-431-22 EQUIPMENT MAINTENANCE/REPAIRS	.00	.00	10,000.00	10,000.00	.0
30-431-41 UTILITIES-ELECTRIC	.00	.00	11,000.00	11,000.00	.0
30-431-45 UTILITIES-GAS	.00	.00	400.00	400.00	.0
30-431-48 TRASH	.00	.00	876.00	876.00	.0
30-431-51 WWTP ENGINEERING & CONTINGENCY	.00	4,862.50	5,000.00	137.50	97.3
30-431-59 ENGINEERING DESIGN	.00	8,052.50	5,000.00	( 3,052.50)	161.1
30-431-62 FUEL	164.91	427.73	3,500.00	3,072.27	12.2
30-431-74 CAPITAL OUTLAY WWTP	.00	4,162.50	25,000.00	20,837.50	16.7
30-431-75 VEHICLE REPAIRS	.00	.00	5,000.00	5,000.00	.0
TOTAL WWTP	164.91	17,505.23	65,776.00	48,270.77	26.6
<u>OPERATIONS</u>					
30-432-00 LINE MAINTENANCE	.00	.00	12,000.00	12,000.00	.0
30-432-05 UTILITY LOCATE EXPENSE	.00	210.61	.00	( 210.61)	.0
30-432-30 CONTRACT OPERATOR	160.00	3,120.00	6,000.00	2,880.00	52.0
30-432-39 COMPUTER SOFTWARE-GIS	.00	1,125.00	1,125.00	.00	100.0
30-432-41 UTILITIES-ELECTRIC	1,822.14	20,960.87	25,000.00	4,039.13	83.8
30-432-42 TELEPHONE/INTERNET	.00	1,180.59	800.00	( 380.59)	147.6
30-432-45 UTILITIES --GAS	91.17	1,051.28	100.00	( 951.28)	1051.3
30-432-46 CELL PHONE	.00	.00	764.00	764.00	.0
30-432-48 TRASH	.00	800.00	.00	( 800.00)	.0
30-432-50 PERMIT FEES	.00	3,331.00	1,650.00	( 1,681.00)	201.9
30-432-51 ANALYTICAL/SAMPLING EXPENSE	1,075.20	10,894.10	4,500.00	( 6,394.10)	242.1
30-432-52 INSURANCE AND BONDS	.00	9,083.86	8,000.00	( 1,083.86)	113.6
30-432-53 SEWER CLEANING/VIDEO	.00	.00	15,000.00	15,000.00	.0
30-432-54 INSTALLATION OF LINE EXPENSE	.00	295.62	.00	( 295.62)	.0
30-432-55 GENERAL MAINT CENT LIFT ST	.00	.00	1,000.00	1,000.00	.0
30-432-56 GENERAL MAINTENANCE OF PLANT	.00	3,158.93	2,500.00	( 658.93)	126.4
30-432-57 GENERAL MAINT JOHNSON LT ST	.00	326.00	2,000.00	1,674.00	16.3
30-432-59 ENGINEERING DESIGN	.00	.00	15,000.00	15,000.00	.0
30-432-60 TREATMENT OPERATIONS	.00	7,936.41	10,000.00	2,063.59	79.4
30-432-61 OFFICE SUPPLIES	67.99	983.94	1,500.00	516.06	65.6
30-432-75 CAPITAL OUTLAY - LINES	.00	1,266.00	331,730.00	330,464.00	.4
30-432-99 OTHER MISCELLANEOUS EXPENSE	.00	( 2,113.50)	1,000.00	3,113.50	(211.4)
TOTAL OPERATIONS	3,216.50	63,610.71	439,669.00	376,058.29	14.5
<u>DEBT SERVICE</u>					
30-471-13 BOTW SINKING FUND PAYMENT	.00	132,931.26	80,000.00	( 52,931.26)	166.2
30-471-14 BOTW INTEREST PAYMENT	22,340.63	64,964.14	.00	( 64,964.14)	.0
30-471-50 LOAN ISSUANCE COSTS	10,628.81	10,628.81	.00	( 10,628.81)	.0
TOTAL DEBT SERVICE	32,969.44	208,524.21	80,000.00	( 128,524.21)	260.7

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	48,479.44	424,819.80	718,316.00	293,496.20	59.1
NET REVENUE OVER EXPENDITURES	( 12,509.00)	138,451.48	125,084.00	( 13,367.48)	110.7

TOWN OF WIGGINS  
BALANCE SHEET  
DECEMBER 31, 2022

SALES TAX CAPITAL IMPROVEMENT

ASSETS

40-10100	CASH IN COMBINED CASH FUND	781,750.39	
40-10250	COLOTRUST FUND	108.45	
40-10251	HIGH PLAINS 1% TAX FUND	15,187.96	
40-11500	ACCOUNTS RECEIVABLE	44,015.44	
	TOTAL ASSETS		841,062.24

LIABILITIES AND EQUITY

LIABILITIES

40-25320	FUND BALANCE	620,845.59	
	TOTAL LIABILITIES		620,845.59

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:  
REVENUE OVER EXPENDITURES - YTD

272,018.13

BALANCE - CURRENT DATE

272,018.13

TOTAL FUND EQUITY

272,018.13

TOTAL LIABILITIES AND EQUITY

892,863.72

TOWN OF WIGGINS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

SALES TAX CAPITAL IMPROVEMENT

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>REVENUES</u>					
40-31300	1% TOWN SALES TAX	24,750.90	287,828.53	200,000.00	( 87,828.53)	143.9
40-36100	INTEREST EARNED	3.87	17.10	5.00	( 12.10)	342.0
	TOTAL FUND REVENUE	<u>24,754.77</u>	<u>287,845.63</u>	<u>200,005.00</u>	<u>( 87,840.63)</u>	<u>143.9</u>

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

SALES TAX CAPITAL IMPROVEMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL PROJECTS</u>					
40-430-00 CIP - SEWER REPLACE BNSF	.00	.00	85,000.00	85,000.00	.0
40-430-05 CIP-NORTH STORM DETENTION	1,250.00	1,250.00	75,000.00	73,750.00	1.7
40-430-10 CIP-MAIN STREET C&G 3RD TO 5TH	3,777.50	3,777.50	60,000.00	56,222.50	6.3
40-430-15 CIP--K PARK ELEC	.00	10,800.00	.00	( 10,800.00)	.0
TOTAL CAPITAL PROJECTS	5,027.50	15,827.50	220,000.00	204,172.50	7.2
TOTAL FUND EXPENDITURES	5,027.50	15,827.50	220,000.00	204,172.50	7.2
NET REVENUE OVER EXPENDITURES	19,727.27	272,018.13	( 19,995.00)	( 292,013.13)	1360.4

TOWN OF WIGGINS  
BALANCE SHEET  
DECEMBER 31, 2022

CONSERVATION TRUST

ASSETS

50-10100	CASH IN COMBINED CASH FUND	20,459.98	
50-10250	COLOTRUST FUND	108.45	
50-10251	HIGH PLAINS CNSRVTN TRST FUND	14,236.96	
	TOTAL ASSETS		34,805.39

LIABILITIES AND EQUITY

LIABILITIES

50-25320	FUND BALANCE	24,873.13	
	TOTAL LIABILITIES		24,873.13

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	14,934.79	
	BALANCE - CURRENT DATE	14,934.79	
	TOTAL FUND EQUITY		14,934.79
	TOTAL LIABILITIES AND EQUITY		39,807.92

TOWN OF WIGGINS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

CONSERVATION TRUST

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>REVENUES</u>					
50-33501	CT - ST PROCEEDS (LOTTERY)	4,928.60	18,442.64	10,000.00	( 8,442.64)	184.4
50-36100	INTEREST EARNED	6.45	18.22	10.00	( 8.22)	182.2
	TOTAL FUND REVENUE	4,935.05	18,460.86	10,010.00	( 8,450.86)	184.4

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
50-411-11 GROUNDKEEPER SALARY	.00	.00	5,460.00	5,460.00	.0
50-411-22 FICA	.00 (	73.93)	418.00	491.93 (	17.7)
50-411-25 UNEMPLOYMENT	.00	.00	16.00	16.00	.0
50-411-26 WORKERS' COMPENSATION	.00	.00	100.00	100.00	.0
TOTAL ADMINISTRATION	.00 (	73.93)	5,994.00	6,067.93 (	1.2)
<u>DEPARTMENT 430</u>					
50-430-15 CAPITAL OUTLAY--K PARK ELEC	.00	3,600.00	.00 (	3,600.00)	.0
TOTAL DEPARTMENT 430	.00	3,600.00	.00 (	3,600.00)	.0
<u>PARK OPERATIONS</u>					
50-452-60 REPAIRS AND MAINTENANCE	.00	.00	3,000.00	3,000.00	.0
TOTAL PARK OPERATIONS	.00	.00	3,000.00	3,000.00	.0
TOTAL FUND EXPENDITURES	.00	3,526.07	8,994.00	5,467.93	39.2
NET REVENUE OVER EXPENDITURES	4,935.05	14,934.79	1,016.00 (	13,918.79)	1470.0





## **STAFF SUMMARY**

### **Board of Trustee Meeting January 25, 2023**

---

**DATE:** December 22, 2022

**AGENDA ITEM NUMBER.:** 5

**TOPOIC:** Resolution No. 01-2023 – Designating the Place for Posting of Notices of Public Meetings and Establishing the Calendar for Work Sessions and Regular Monthly Board Meetings of the Town of Wiggins Board of Trustees for the Year 2023.

**STAFF MEMBER RESPONSIBLE:** Tom Acre, Town Manager

---

#### **BACKGROUND:**

Each year at the first meeting of the Board of Trustee the posting place for notice of meetings of the Board of Trustees must be designated. This requirement is specified by the Open Meetings Law of the State of Colorado in C.R.S. § 24-6-402(2)(c). Any time three or more Trustees meet for the purpose of discussing Town business, constitutes a meeting that requires posting. Posting of the Board of Trustees meetings includes posting the agenda of the meeting so the public has information on the topics planned for discussion. This process informs the public of the meeting specifics so they may comment or attend as they see fit. One addition over what has been done in the past, is posting of the notice of meetings on town websites is being encouraged by the State.

#### **SUMMARY:**

Notices of meetings of the Board of Trustees of the Town of Wiggins shall be posted on the Town of Wiggins Website, [townofwiggins.colorado.gov](http://townofwiggins.colorado.gov) and/or at the front entrance of the Town of Wiggins Town Hall, 304 Central Avenue, Wiggins, CO 80654.

The Board may call a special meeting as provided by law. If there is a special meeting or other information regarding the meeting, it shall be posted 24 hours in advance at the locations specified above.

#### **FISCAL IMPACT:**

Adoption of this Resolution does not impact the Town's 2023 adopted budget.

**APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:**

This supports the Board's desire to inform the public and have a transparent government.

**OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:**

The Board of Trustees could adopt this Resolution as presented, request a modification, or not adopt the Resolution.

**MOTION FOR APPROVAL:** I make a motion to adopt Resolution No. 01-2023 – A Resolution Designating the Place for Posting of Notices of Public Meetings and Establishing the Calendar for Work Sessions and Regular Monthly Board Meetings of the Town of Wiggins Board of Trustees for the Year 2023.

**ACTION REQUESTED:**

MOTION, SECOND, ROLL-CALL VOTE

*(Resolutions require affirmative votes from the majority of Trustees present)*

**TOWN OF WIGGINS, COLORADO  
RESOLUTION NO. 01 -2023**

**A RESOLUTION DESIGNATING THE PLACE FOR POSTING OF NOTICES OF  
PUBLIC MEETINGS AND ESTABLISHING THE CALENDAR FOR WORK  
SESSIONS AND REGULAR MONTHLY BOARD MEETINGS OF THE TOWN OF  
WIGGINS BOARD OF TRUSTEES FOR THE YEAR 2023**

**WHEREAS**, C.R.S. §§ 24-6-402(2)(c) requires the Board of Trustees to designate the public place or places for posting of notices of the Board's public meetings.

**WHEREAS**, the Town of Wiggins sets the meetings to occur on the second and fourth Wednesday of each month; and

**WHEREAS**, the first meeting of the month is planned to be a work session and the second meeting of the month is planned to be a Board meeting; and

**WHEREAS**, the meeting dates may be adjusted and/or postponed by the Board due to scheduling conflicts such as holidays or as necessary; and,

**WHEREAS**, the board may determine that work session items and/or regular Board business may occur on each meeting date as needed.

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

**Section 1.** Pursuant to Section 24-6-402(2)(c), C.R.S., notices of meetings of the Board of Trustees of the Town of Wiggins shall be posted on the Town of Wiggins website at [townofwiggins.colorado.gov](http://townofwiggins.colorado.gov) and/or in the display case located at the front of the Wiggins Town Hall, 304 Central Avenue, Wiggins, CO 80654.

**Section 2:** For the calendar year 2023, the Board of Trustees shall meet on the second Wednesday for a work session and the fourth Wednesday of the month for its Board meeting as follows:

**Work Session**

January 11, 2023  
February 8, 2023  
March 8, 2023  
April 12, 2023  
May 10, 2023  
June 14, 2023  
July 12, 2023  
August 9, 2023  
September 13, 2023  
October 11, 2023  
November 8, 2023  
December 13, 2023

**Regular Meeting**

January 25, 2023  
February 22, 2023  
March 22, 2023  
April 26, 2023  
May 24, 2023  
June 28, 2023  
July 26, 2023  
August 23, 2023  
September 27, 2023  
October 25, 2023  
November 22, 2023  
December 27, 2023

**Section 3:** Meeting dates may be adjusted by a week due scheduling conflicts such as holidays.

**Section 4:** The Board may call a special meeting as provided by law. If there is a special meeting or other information regarding the meetings, it shall be posted 24 hours in advance on the Town's website and/or in the display case on the front of Town Hall, 304 Central Avenue, Wiggins, Colorado.

**INTRODUCED, READ, and ADOPTED THIS 25<sup>th</sup> DAY OF JANUARY, 2023.**

TOWN OF WIGGINS, COLORADO

---

Christopher Franzen, Mayor

ATTEST:

---

Tom Acre, Interim Town Clerk



**STAFF SUMMARY**  
**Board of Trustees Meeting**

**January 25, 2023**

---

**DATE:** January 16, 2023

**AGENDA ITEM NUMBER:** 6

**TOPIC:** Consideration of Resolution No. 02-2023 - A Resolution Authorizing the Mayor and Town Manager to Sign the 2022 Year End Audit Engagement Letter

**STAFF MEMBERS RESPONSIBLE:** Tom Acre, Town Manager

---

**BACKGROUND**

Each year, the Town of Wiggins is required to engage the services of an independent auditor to perform an audit of the Town's financials. The auditor works with staff to evaluate each fund within the Town of Wiggins budget for the previous year. In 2021, the Town solicited proposals from qualified firms to prepare the audit for the fiscal year 2020. Prospective Business Solutions, LLC (PBS) was the successful respondent to the Town's request for proposals in 2021. Staff and the Board has been pleased with the quality of audits prepared by PBS.

**SUMMARY**

Prospective Business Solutions, LLC (PBS) successfully performed the audits of the 2020 and 2021 Town financials. Town staff interfaced well with PBS and was impressed with their work in 2021 and 2022. The Town Board was impressed with their professionalism, thoroughness and the product that was produced in in both of those years.

Prospective Business Solutions, LLC has prepared the attached required engagement letter for performing the audit of the Town's 2022 Financials. PBS has provided staff with list of information to gather for them in preparation of the audit. The audit is scheduled to be complete prior to June 30, 2023.

**FISCAL IMPACT**

Adoption of this resolution will not significantly impact the adopted 2023 budget as the 2022-year end audit is a budgeted item.

**APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES**

Having an annual audit of the Town's finances supports the Town of Wiggins goal of being a good steward of financial resources and providing transparency in government.

**OPTIONS AVAILABLE TO TOWN TRUSTEES**

The Board of Trustees could adopt this Resolution as presented, request an amendment, or not adopt the Resolution.

**MOTION FOR APPROVAL**

I make a motion to adopt Resolution 02-2023 – A Resolution Approving and Authorizing the Mayor and Town Manager to Sign the Engagement Letter for the 2022 Year end Audit of the Town of Wiggins Financials

**ACTION REQUESTED**

MOTION, SECOND, ROLL-CALL VOTE

*(Resolutions require affirmative votes from the majority of Trustees present)*

**TOWN OF WIGGINS  
RESOLUTION NO. 02-2023**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND TOWN MANAGER TO SIGN THE ENGAGEMENT LETTER FOR THE 2022 YEAR END AUDIT OF THE TOWN OF WIGGINS FINANCIALS**

**WHEREAS**, the Town of Wiggins is required to have a yearly audit of Town Finances each year; and

**WHEREAS**, the Town of Wiggins is required to submit the results of this year end audit to the Colorado Office of the State Auditor by July, 31<sup>st</sup> of each year; and

**WHEREAS**, Prospective Business Solutions, LLC submitted the most responsive proposal in response to the Town's Request for Proposals (RFP) for Audit Services in 2021; and

**WHEREAS**, Prospective Business Solutions, LLC successfully performed the audit in 2021 and 2022; and

**WHEREAS**, the Board of Trustees, by this resolution desires to authorize the Mayor and Town Manager to sign the Engagement Letter attached to this resolution.

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

**Section 1.** The Board of Trustees hereby approves the Audit Engagement Letter presented by Prospective Business Solutions, LLC and authorizes the Mayor and Town Manager to sign such Engagement Letter.

**Section 2.** The Town Manager, Town Clerk and Town staff are further authorized to do all things necessary on behalf of the Town to perform the obligations of the Town related to such Audit.

**Section 3.** This Resolution shall be in full force and effect from and after the date of its passage and approval.

**INTRODUCED, ADOPTED AND RESOLVED THIS 25<sup>TH</sup> DAY OF JANUARY, 2023.**

TOWN OF WIGGINS, COLORADO

\_\_\_\_\_  
Chris Franzen, Mayor

ATTEST:

\_\_\_\_\_  
Tom Acre, Interim Town Clerk

January 10, 2023

To Board of Trustees and Management  
Town of Wiggins  
Wiggins, Colorado

We are pleased to confirm our understanding of the services we are to provide the Town of Wiggins for the year ended December 31, 2022.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Town as of and for the year ended December 31, 2021. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule – General Fund
- 3) Schedule of the Town's Proportionate Share of the Net Pension Liability – FPPA Statewide Defined Benefit Pension Plan
- 4) Schedule of the Town's Contributions – FPPA Statewide Defined Benefit Pension Plan



We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1) Individual Fund Schedules and Statements

2) Local Highway Finance Report

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However,

we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- None at this time

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

#### **Other Services**

We will also prepare the financial statements of the Town in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole

professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Regarding publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to

read the information contained in those sites or to consider the consistency of other information on the website with the original document. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

Uli Keeley, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately April 25, 2023 and to issue our reports no later than July 31, 2023.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$15,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. 30% of the audit fees will be invoiced after completion of field work and are payable on presentation. The remaining audit fees will be invoiced upon issuance of the audit report.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

### **Reporting**

We will issue a written report upon completion of our audit of the Town's financial statements. Our report will be addressed to the members of the board of trustees of the Town. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this

engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the Town and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy, and return it to us.

Very truly yours,

*PB Solutions LLC*

Prospective Business Solutions LLC

Littleton, Colorado

RESPONSE:

This letter correctly sets forth the understanding of the Town.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

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



## **STAFF SUMMARY**

### **Board of Trustees Board Meeting January 25, 2023**

---

**DATE:** January 18, 2023

**AGENDA ITEM NUMBER:** 7

**TOPIC:** Consideration of Resolutions No. 03 -2023 and No. 04-2023 – Resolutions Regarding Purchase and Installation of a Digital Sign at Wiggins Town Hall

**STAFF MEMBER RESPONSIBLE:** Tom Acre, Town Manager

---

#### **BACKGROUND:**

As the 2023 Town Budget was being discussed, the potential of installing a digital sign at Town Hall was discussed. The discussion included discussion of the potential benefits of having a digital sign located at a central location in Town. A digital sign would allow the Town to display messages such as alerts, notices of closures, upcoming Town meetings, and information about events.

Staff included the cost of a digital sign in the 2023 Budget that was approved by the Board of Trustees at the December 14, 2022 Board Meeting. The Wiggins School District and other entities were contacted regarding potential digital sign companies. Three companies were contacted requesting quotes. Two companies have responded as of the date this Staff Summary was prepared.

#### **SUMMARY:**

Staff discussed the potential of a digital sign and the two quotes the Town received for the sign at the January 11, 2023 Work Session. The Board of Trustees concurred with staff recommendation to purchase the sign proposed by Stewart Signs.

Staff looked at potential locations around Town Hall and determined the north edge of the landscape area east of Town Hall. The Town must get approval from CDOT for the sign as it is being placed adjacent to the Highway 6 Right-of-Way. CDOT requires the Town to submit the location in an aerial view and a resolution of from the Board of Trustees regarding the sign. The aerial view of the sign is attached as Exhibit A and a draft of the resolution required by CDOT and to purchase the digital sign are attached to the Staff Summary.

The three companies were contacted requesting quotes for the purchase and installation of a digital sign with programable message board. Two companies, Signdealz and Stewart Signs responded by

providing quotes for a digital sign. Both companies have sign installations in Morgan County. Stewart Signs installed the digital sign for Wiggins School District at Tiger Way and Main Street and a sign for Wiggins Community Church. Both entities have been pleased with their sign.

Stewart Signs responded and provided quotes to the Town for several LED digital sign options. The quality of the sign increases as the number of pixels increase. Stewart Signs digital sign costs range from \$23,455 to \$27,353 without installation. Signdealz provided two options each with two installation options with costs ranging from \$30,395 to \$49,475 including installation.

Stewart Signs provided an updated quote totaling \$32,953 including installation for a 10mm LED 64 pixels by 124 pixels digital sign. This quote and the contract are attached to this Staff Summary.

**FISCAL IMPACT:**

Approving this Resolution has no negative impact on the Town's adopted budget as the cost for a digital sign was included as a capital improvement project in the budget.

**APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:**

A centrally located digital sign with the capability of displaying custom messages is consistent with Town's desire to effectively communicate with citizens.

**OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:**

The Board of Trustees could adopt these resolutions as presented, request a modification, or not adopt the resolutions.

**MOTION FOR APPROVAL:** I make a motion to adopt Resolution No. 03-2023 -A Resolution of the Board of Trustees of the Town of Wiggins, Colorado Regarding Signage Pursuant to the Colorado Outdoor Advertising Act

I make a motion to adopt Resolution No. 04-2023 - A Resolution Approving the Purchase and Installation of a LED Digital Sign for Town Hall from Stewart Signs

**ACTION REQUESTED:**

MOTION, SECOND, ROLL-CALL VOTE

*(Resolutions require affirmative votes from the majority of Trustees present)*



# Wiggins Digital Sign Location

X Ground Pedestal Digital Sign with Defined Planting Area

## Legend

Feature 1

Central Ave/Highway 6

Main Street

WIGGINS TOWN HALL

Wiggins Police Department

Google Earth

200 ft

000056





**TOWN OF WIGGINS, COLORADO  
RESOLUTION NO. 03 -2023**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
WIGGINS, COLORADO REGARDING SIGNAGE PURSUANT TO THE  
COLORADO OUTDOOR ADVERTISING ACT**

**WHEREAS**, the Colorado "Outdoor Advertising Act" C.R.S. §§ 43-1-401 et seq. and the regulations duly enacted thereunder, provided for the erection of "official advertising devices" in areas adjacent to state highways by a governmental entity for a public purpose authorized by law; and

**WHEREAS**, it is the intent of the Board of Trustees to authorize the erection of "official advertising devices" by the Town of Wiggins to be located 304 Central Avenue, Wiggins, Colorado, hereto, which are within the town limits of the Town of Wiggins; and

**WHEREAS**, the "official advertising devices" authorized by this resolution will be the property of the Town of Wiggins; to be purchased, erected and maintained by the Town of Wiggins at the above designated location, at no cost to the Colorado Department of Transportation (CDOT); and

**WHEREAS**, the placement of the said official advertising devices is intended to achieve the public purpose of increasing the awareness of the Town of Wiggins' Community Events, Town meetings, and announcements from the Town.

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

**Section 1.:** The Town of Wiggins is hereby authorized to erect and maintain the above-described official advertising devices" at the location depicted above for the purpose of providing public awareness of the Town of Wiggins' Community Events, Town meetings, and announcements from the Town in accordance with, and in compliance with, the Colorado "Outdoor Advertising Act" and the regulations duly enacted thereunder.

**INTRODUCED, READ, and ADOPTED THIS 25<sup>th</sup> DAY OF JANUARY, 2023.**

TOWN OF WIGGINS, COLORADO

\_\_\_\_\_  
Christopher Franzen, Mayor

ATTEST:

\_\_\_\_\_  
Tom Acre, Interim Town Clerk

**TOWN OF WIGGINS  
RESOLUTION 04-2023**

**A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF  
A LED DIGITAL SIGN FOR TOWN HALL FROM STEWART SIGNS**

**WHEREAS**, the Town desires to purchase a Digital Sign for placement in front of Town Hall; and

**WHEREAS**, the Board of Trustees budgeted money for the purchase of a LED Digital Sign in the 2023 Town Budget.

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

**Section 1.** The Board of Trustees hereby authorizes the Town Manager or his designee to purchase a LED Digital Sign with installation from Stewart Signs for installation in front of Town Hall.

**Section 2.** The Town Manager and Town Clerk are hereby authorized to execute and deliver all documents and monies in accordance with this resolution.

**INTRODUCED, ADOPTED AND RESOLVED THIS 25<sup>TH</sup> DAY OF JANUARY, 2023.**

TOWN OF WIGGINS, COLORADO

\_\_\_\_\_  
Christopher Franzen, Mayor

ATTEST:

\_\_\_\_\_  
Tom Acre, Interim Town Clerk



Cabinet: 5' x 8'  
Mount: Pedestal

Cabinet Color: Black  
Face Color: White

Logos: wigginslogo1, wigginslogo2, wigginslogo3



#### ORIGINAL DESIGN DO NOT DUPLICATE

DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK-BASED PRINTING PROCESS, THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH BETWEEN INK, VINYL, PAINT, OR LED COLOR. ARTIST'S REPRODUCTION OF BRICKWORK, MASONRY AND LANDSCAPING IS NOT INCLUDED IN THE PROPOSAL. ANY MEASUREMENTS SHOWN ARE APPROXIMATIONS; DIMENSIONS OF FINAL PRODUCT MAY VARY. LED IMAGES SHOWN ARE SIMULATED TO REPLICATE RESOLUTION FROM OPTIMUM VIEWING DISTANCE. A STEWART SIGN IS DESIGNED TO BE ILLUMINATED AT ALL TIMES, AS IT INCREASES THE LIFE OF THE SIGN'S LIGHTING COMPONENTS. SKETCHES ARE BASED OFF OF THIS PREMISE.

#### APPROVED AS SHOWN.

X \_\_\_\_\_ DATE \_\_\_\_\_ 1. \_\_\_\_\_

#### APPROVED WITH LISTED CHANGES.

X \_\_\_\_\_ DATE \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_

000059

Prepared for

**Town of Wiggins - Town Hall**  
304 E Central Avenue  
Wiggins, CO 80654

Prepared by

**Ashley Hall**  
ahall@stewartsigns.com  
1.888.237.3928 x2140

DESCRIPTION	PRICE
<p><b>Double Sided Full Color TekStar Outdoor LED Sign</b> LED display integrated inside of an aluminum sign cabinet with solar-grade polycarbonate vandal cover to protect from impacts, vandalism and the sun.</p> <p><b>LED display</b></p> <ul style="list-style-type: none"> <li>• 10mm full color at 64 pixels high by 224 pixels wide (14,336 total pixels per side)</li> <li>• Active display area 2'1" x 7'4" (15.4 square feet per side)</li> <li>• 1 to 8 rows of text and use your own images and video clips</li> <li>• Entire sign UL Listed and FCC Part 15 compliant</li> </ul> <p><a href="#">See full display capabilities</a></p> <p><b>Communication method</b> Communication provided by cellular modem and LIFETIME Cell Connect data plan. <a href="#">See full specifications</a></p> <p><b>Sign structure and faces</b></p> <ul style="list-style-type: none"> <li>• Double sided 5' x 8' sign cabinet with 12" deep extruded aluminum</li> <li>• TCI® industrial powder coat finish, color: Black</li> <li>• Graphics digitally printed on 3M™ vinyl and adhered to inside of sign face</li> <li>• Internal illumination with LED lamps</li> <li>• TUFFAK® SL pan-formed faces removable via internal retainers</li> <li>• Dual leg mount with cowling (creates pedestal appearance)</li> <li>• Leg height: 3'6", Leg width: 2'8", Overall sign height: 8'6"</li> <li>• Minimum wind load rating: 120mph, exposure B</li> <li>• Lifetime warranty on structure &amp; faces, including vandalism (see warranty for info)</li> </ul> <p><b>Electrical specifications</b></p> <ul style="list-style-type: none"> <li>• One 20 amp circuit, 120 volts; Max draw: 9.28 amps</li> </ul> <p><b>Custom options</b></p> <ul style="list-style-type: none"> <li>• Install included - est. at \$ 8,500</li> </ul>	<p><del>\$35,853.00</del> Special Price: \$32,953.00</p>
<p><b>Software</b> SignCommand.com Cloud-based LED Sign Software FREE for the lifetime of the product. Control your sign from anywhere using any device. No monthly fees. <a href="#">Learn more.</a></p>	Included
<p><b>Freight</b></p> <ul style="list-style-type: none"> <li>• Shipping of sign from factory to location</li> </ul>	Included

**Special instructions**

*Install is an estimate, scope of work:*

- N/a Permit
- Install new foundation
- Install new LED sign
- Final connections to customer provided electric

Total: \$32,953.00  
+ any applicable sales tax  
Payment terms: Net 30 with Purchase Order Issued to  
Stewart Signs

Prepared for: Town of Wiggins - Town Hall • Wiggins, CO  
Prepared by: Ashley Hall • ahall@stewartsigns.com • 1.888.237.3928 x2140

## SHIPPING INFORMATION

All items not specified here will be shipped to:  
Town of Wiggins - Town Hall  
304 E Central Avenue  
Wiggins, CO 80654

Shipping terms: FOB Origin. Storage and other freight services may be added to your invoice should they be required. Unless managed installation services are included, customer is responsible for unloading of sign upon delivery. Signs greater than 6 feet wide are not eligible for lift gate services.

## TERMS & CONDITIONS (\*unless noted elsewhere in this quote)

TAX: Any applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exemption certificate with order.

PERMITS: Permits and zoning are the responsibilities of the buyer. Check with your city or county zoning office for proper permitting procedures in your area. Sealed engineer drawings available at additional cost.

INSTALLATION: Installation of footers, erection, electrical service to sign site, electrical hook-up, removal and/or disposal of any existing signage, and any decorative masonry are the responsibilities of the buyer. Managed installation services are available at additional cost.

[Watch a typical freestanding sign installation.](#)

CANCELLATION: Any cancellation may be subject to cancellation, return, and/or restocking fees. A late fee of 1.5% per month will be charged on any overdue balances. In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees.

SUPPORT: US-based phone and internet support are provided FREE for the lifetime of the product. A premier service warranty is available at additional cost.

SOFTWARE: By purchasing the SignCommand.com software product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).

COMMUNICATION: Connectivity requires cell service at sign site. Must be within the United States (including Puerto Rico) with 4G LTE coverage shown on the Verizon Coverage Map (<https://www.stewartsigns.com/verizon-map>).

DATA PLAN: By purchasing the Cell Connect Data Plan, you are agreeing with the Data Plan Terms and Conditions (<https://www.signcommand.com/data-plan>).

## ORDERING INSTRUCTIONS

1. Review this quote for accuracy. Sign and date the quote here.
2. Review any corresponding artwork provided with this quote. Check all spelling and colors. Sign and date the artwork.
3. Submit both documents along with your deposit payment to your sign consultant. Speak with your consultant about payment method options.

Customer's authorized signature for quote #1007827-4



SIGNATURE

PRINT NAME

DATE

*Ashley Hall*  
Ashley Hall, Sign Consultant

1/17/2023

**Limited Product Warranty ("Limited Warranty")**



Prepared for: Town of Wiggins - Town Hall • Wiggins, CO  
Prepared by: Ashley Hall • ahall@stewartsigns.com • 1.888.237.3928 x2140

**Definition of Warranty Coverage:**

- 1) Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) Customer Obligations:  
Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) Exclusions and Restrictions:  
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.  
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.  
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.  
Ballasts are covered for three (3) years.  
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
  - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
  - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
  - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
  - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
  - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
  - f) Light bulbs or lamps.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
  - a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by

Prepared for: Town of Wiggins - Town Hall • Wiggins, CO

Prepared by: Ashley Hall • ahall@stewartsigns.com • 1.888.237.3928 x2140

any party other than the Company.

- b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
  - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
  - d) Unauthorized modification, including installation of third-party software on the Product.
  - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
  - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
  - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and will be returned to the Customer at their expense. The Customer is responsible for sending a defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction  
2201 Cantu Court, Suite 215  
Sarasota, FL 34232  
Phone: 855-841-4624  
Web: [www.stewartsigns.com/support/](http://www.stewartsigns.com/support/)  
Email: [support@stewartsigns.com](mailto:support@stewartsigns.com)



2201 Cantu Court #215 Sarasota, FL 34232 • 1.800.237.3928 • Fax: 1.800.485.4280

## Customer Installation Agreement and Specification

Prepared for Customer #3184688 - Town of Wiggins

### 1. Zoning / Building Permits

#### Permits: TO BE PAID BY THE CUSTOMER

- Sealed Engineer Drawings, if required by the local zoning department, and the permit with all acquisition fees will be invoiced separately. If the permit is denied, the customer is no longer obligated to this agreement and only responsible for any Engineer drawing and applicable permit acquisition cost(s).

#### Site Plan, Permit Documents Required by Local Jurisdiction is Customer Provided.

- A site plan is required **prior** to initiating any permitting or installation work. See attached Sample Site Plan.
- A site plan (plot plan) is a detailed map of the customer's property that typically includes location, with dimensions, of the property lines, buildings, sidewalks, streets, existing signs, and the desired location for the new sign(s). Measurements for the placement of the new sign should be from fixed locations with tolerance for up to +/- 6".
- On site installer survey is fee based and invoiced separately.

#### Permit Variance:

- Stewart Signs does not become involved in Variance applications and it is not part of this agreement. The customer is responsible for cost associated with variance proceedings.

### 2. Project Completion Time Line

- **Installation** will occur within 2-5 weeks from the sign delivery date.

### 3. Installation Site Conditions

#### Site Conditions:

- The site will be free and clear of obstructions with adequate access for installation crews and equipment.

#### Underground Obstructions:

- The customer is responsible to specify sign location on the site plan
- The installer is responsible for A "Utility Dig" service to mark all underground utilities for sign site.
- Stewart Signs is not responsible for any damages or losses that are caused by unmarked underground obstructions.

#### Digging Conditions:

Unless noted in an addendum, installation costs are based on:

- Normal, undisturbed soil with no rock, fill, concrete, coral, asphalt, frozen conditions, etc.
- A water table below the depth of the required footer.
- Ground water intrusion into the foundation will incur additional costs.
- **Winter install is not part of this agreement and will require additional costs.**

### 4. Standard Working Hours

- Standard working hours are 8:00am to 5:00pm, Monday through Friday, excluding legal holidays.
- If additional trips are required due to some action or decision by the customer or an Act of God, the customer will be responsible for additional travel costs.

### 5. Materials

- If installation requires new footer, all necessary materials including concrete and rebar will be supplied by installer.

### 6. Disposal of installation materials and minor damages

- The installer will dispose of the excavated soil, crating material, and any installation debris.
- Good working practices are observed to leave each site in good condition.
- Minor cosmetic damages to the property such as tire ruts, spilled concrete, displaced soil, landscaping, etc. are to be considered normal.



**7. Electrical: Customer provided**

- **Electrical** circuit wiring to within 3 feet of the sign is the responsibility of the customer.
- **All** electrical work must be completed by a licensed electrician and meet all state and local electrical codes.
- The recommended voltage and amperage for each dedicated circuit is printed on the Sign Quote Form.
- If electric/data is not at the sign at the scheduled installation, the customer assumes responsibility for connectivity.

**8. If Your Sign is Wi-Fi Wireless, Customer Provided Cabling Requirements and Building Penetration**

Sign has cell modem, n/a

- Wireless communication between the building's network and the LED sign requires mounting a wireless device on the outside of the building in line-of-sight between **the antenna** on the sign and the **wireless device on the building**. The installer will connect the building antenna if it is 10' or less from the ground level and there at the time of the scheduled installation, provided that the Cat5 cable has been penetrated through building wall, otherwise the customer assumes responsibility for connectivity. The customer is responsible for internal wiring and connections to their network device.
- Wall penetration is governed by local building and fire codes. Building membranes and other wall construction designs may require special consideration and inspecting for wiring, plumbing, ductwork, etc. before penetrating any wall.
- **Stewart Signs does not perform building penetrations as part of the sign installation process.** The wireless device weighs approximately 3 ounces and is attached to the building using mounting brackets and the hole sealed with silicone.
- Contact Stewart Signs at 855-841-4624 for any programming concerns or questions.

**9. Post Agreement Changes:** Circumstances may change during the installation process.

- Stewart Signs will inform the customer of any additional costs when unforeseen conditions occur. The install will stop until the additional cost receives written approval.

**10. Installation onto existing structures:** IF APPLICABLE TO THE EXTENT PERMITTED BY STATE LAW:

- Customer shall agree to defend, identify, and hold harmless Stewart Signs and the installer from liability and claim as new sign is being installed onto existing structure and footer. Stewart Signs and installer are NOT responsible for the integrity of the existing structure or footer.

**Scope of work to include:**

Permit not required - Install new foundation and sign, final connections to customer provided electrical

**ADDENDUMS**

- Electric provided by customer must be within 3 feet of the install location at the time of installation for final connection to be made by installer. If electric is **NOT** available at the time of installation final connection becomes the customer responsibility.
- Permit and acquisition fees are **NOT** included. Permit and Sealed engineered drawings, if required by local jurisdiction will be billed to the customer. All costs will be itemized and invoiced to the customer at project completion.

**\*\* Any change to this agreement requires signed approval by both the customer and Stewart Signs.**

Installation price: \$ 8,500  
Price valid until: 2/28/2023  
Sign type and size: Tekstar, 10mm, 64x224, 5x8 DS  
OAH: 8' 6"  
Quote #: 1007827-4  
Communication Method: Cell Modem, Lifetime Data Plan

INTERNAL USE ONLY  
Installation Coordinator:  
Approval Date:

**The foregoing agreement is exclusive and in lieu of all other agreements whether written, oral, or implied.**

I understand and agree to the above standards and conditions.

Responsible person's signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print name: \_\_\_\_\_

Organization name: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_-\_\_\_\_



## **STAFF SUMMARY**

### **Board of Trustees Meeting January 25, 2023**

---

**DATE:** January 18, 2023

**AGENDA ITEM NUMBER:** 8

**TOPIC:** Consideration of Resolution No. 05-2023 – A Resolution Approving an Agreement with RICK Engineering Company for Consulting Services

**STAFF MEMBER RESPONSIBLE:** Hope Becker, Planning & Zoning Administrator

---

**BACKGROUND:**

Staff and the Board of Trustees discussed the need to update the Town's 1991 Comprehensive Plan and Three-Mile Plan during many Work Sessions/Meetings. To assist the Town in completing the update of the 1991 Comprehensive Plan and the Town's Three Mile Plan, staff applied for and received a matching grant from the Department of Local Affairs (DOLA). Staff drafted a Request for Proposals (RFP) in July of 2022 seeking firms to work with the Town to update the Comprehensive Plan and Three-Mile Plan. This RFP resulted in one response so staff re-advertise the RFP. Staff received 12 responses to the second RFP request. The responses were high quality, making the decision making process extremely difficult. Any one firm was capable of doing the work. Staff narrowed down the responses to the top five firms and set up Zoom interviews.

Staff presented RICK Engineering as the suggested choice to the Board of Trustees at the January 11, 2023 work session.

**SUMMARY:**

Staff utilized the interview process to gain insight to the firms, ask any clarifying questions, and determine if the firm would be a good fit for the Town, the Board of Trustees, Planning and Zoning Commission, and the community members. The five firms or teams staff interviewed were: RICK Engineering, Clarion Associates, Ayres Associates, McKenna Engineering, and KLJ Engineering. Staff selected RICK Engineering as the result of the reviews, evaluations of the proposals, and the interviews. RICK Engineering is a multi-disciplined planning, design and engineering firm. RICK Engineering has 10 western US offices, two of which are located in the Denver area (Arvada and Englewood).

Staff feels that RICK Engineering is the firm that possesses the right tools and experienced staff to do this project. Their proposal placed the people of the Town of Wiggins as the focal point of the comprehensive plan with a “Go to the People” strategy to collect the data and information necessary to create a good final product.

The firm was established in the 1950’s and the firm has over 20 years of experience with comprehensive plans and related projects. RICK Engineering has a range of tools and innovative technology to assist in capturing the community’s visions and goals. Their ideas for community engagement to capture the visions and goals involves all community members; not just those present within the corporate limits of Town. They have staff experience, a large network to assist with language barriers, and innovative ideas to update the Wiggins Comprehensive Plan to assist the Town of Wiggins in establishing and maintaining good development patterns for the future.

**FISCAL IMPACT:**

Approving this Resolution has no negative impact on the Town’s adopted budget. The Town has included the Comprehensive Plan and Three Mile Plan update in the budget. The Town has also received a matching grant from DOLA.

**APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:**

Updating the Town’s Comprehensive Plan supports orderly and consistent development in the Town of Wiggins.

**OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:**

The Board of Trustees could adopt the Resolution as presented, request modifications, or not adopt the Resolution.

**MOTION FOR APPROVAL:**

I make the motion to adopt Resolution No. 05-2023 - A Resolution Approving an Agreement with RICK Engineering Company for Consulting Purposes.

**ACTION REQUESTED:**

Motion, Second, Roll-Call Vote.

*(Resolutions require affirmative votes from the majority of the Trustees present)*

**TOWN OF WIGGINS  
RESOLUTION NO. 05-2023**

**A RESOLUTION APPROVING AN AGREEMENT WITH RICK ENGINEERING  
COMPANY FOR CONSULTING SERVICES**

**WHEREAS**, the Town desires to contract with RICK Engineering Company for the purpose of updating the Town's comprehensive plan and 3-mile plan; and

**WHEREAS**, the Board of Trustees has determined that the proposed agreement is in the best interests of the Town and its citizens.

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

**Section 1.** The proposed Agreement by and between the Town of Wiggins and RICK Engineering Company for Consulting Services (the "Agreement") is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

**Section 2.** The Mayor and Town Clerk are authorized to execute the Agreement in substantially the same form as the copy attached hereto; further, the Mayor or Town Manager are hereby granted the authority to negotiate and approve such revisions to the Agreement as they determine are necessary or desirable for the protection of the Town, so long as the material terms and conditions of the Agreement are not altered.

**INTRODUCED, ADOPTED AND RESOLVED THIS 25<sup>th</sup> DAY OF JANUARY, 2023.**

TOWN OF WIGGINS, COLORADO

\_\_\_\_\_  
Christopher Franzen, Mayor

ATTEST:

\_\_\_\_\_  
Tom Acre, Interim Town Clerk

# **AN AGREEMENT BY AND BETWEEN THE TOWN OF WIGGINS AND RICK ENGINEERING COMPANY FOR CONSULTING SERVICES**

## **1.0 PARTIES**

This AGREEMENT FOR CONSULTING SERVICES (this “Agreement”) is made and entered into this 25th day of January, 2023 (the “Effective Date”), by and between the **Town of Wiggins**, a Colorado municipal corporation, hereinafter referred to as the “Town,” and **RICK Engineering Company – Colorado**, a Colorado corporation, hereinafter referred to as the “Consultant”.

## **2.0 RECITALS AND PURPOSE**

- 2.1 The Town desires to engage the Consultant to prepare a comprehensive plan and three-mile plan for the Town, as set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

## **3.0 SCOPE OF SERVICES**

The Consultant agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference.

## **4.0 COMPENSATION**

- 4.1 The Town shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in **Exhibit B** attached hereto and incorporated herein by this reference. The Town shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services (“Pre-Approved Expenses”). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2 The Consultant shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Consultant shall provide such additional

backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

## **5.0 PROJECT REPRESENTATION**

- 5.1 The Town designates the Town Manager as the responsible Town staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by the Town Manager and such person's designees.
- 5.2 The Consultant designates Brit Palmberg as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

## **6.0 TERM**

- 6.1 The term of this Agreement shall be from the Effective Date to December 31, 2023, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the Town's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Wiggins Board of Trustees, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

## **7.0 INSURANCE**

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the Town of Wiggins, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Wiggins, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the Town of Wiggins under this Agreement.
- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract

upon which the Town may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

## **8.0 INDEMNIFICATION**

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the Town or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. Notwithstanding the foregoing, if the Services are for architectural, engineering, or surveying services; design; construction; alteration; repair; or maintenance of any building, structure, highway, bridge, viaduct, water, sewer, or gas distribution system, or other works dealing with construction, or any moving, demolition, or excavation connected with such construction, the Consultant's duty to defend, indemnify and hold harmless the Town, and its elected and appointed officials and employees as set forth in this section shall only arise upon determination, by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the Town, of the Consultant's liability or fault. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.



## **9.0 QUALITY OF WORK**

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

## **10.0 INDEPENDENT CONTRACTOR**

It is the expressed intent of the parties that the Consultant is an independent contractor and not the agent, employee or servant of the Town, and that:

- 10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the Town.
- 10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the Town.**
- 10.3. Consultant does not have the authority to act for the Town, or to bind the Town in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Town.
- 10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.
- 10.5. The Town will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the Town.
- 10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the Town.
- 10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Consultant will not combine its business operations in any way with the Town's business operations and each party shall maintain their operations as separate and distinct.

## **11.0 ASSIGNMENT**

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the Town's prior written consent.

## **12.0 DEFAULT**

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

## **13.0 TERMINATION**

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

## **14.0 INSPECTION AND AUDIT**

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

## **15.0 DOCUMENTS**

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Consultant shall not provide copies of any such material to any other party without the prior written consent of the Town.

## **16.0 ENFORCEMENT**

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 This Agreement shall be deemed entered into in Morgan County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Morgan County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Morgan County of the State of Colorado over it.

## **17.0 COMPLIANCE WITH LAWS**

Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

## **18.0 INTEGRATION AND AMENDMENT**

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

## **19.0 NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile or email transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Wiggins  
Attn: Town Manager  
304 Central Ave  
Wiggins, CO 80654  
Phone: (970) 483-6161  
Fax: (970) 483-7364  
Email: [tacre@wigginsco.com](mailto:tacre@wigginsco.com)

If to the Consultant:

RICK Engineering  
Attn: Brit Palmberg, AICP

5690 Webster Street  
Arvada, CO 80002  
Phone: 720-985-9807  
Email: bpalmberg@rickengineering.com

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

## **20.0 EQUAL OPPORTUNITY EMPLOYER**

- 20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

## **21.0 NO THIRD-PARTY BENEFICIARIES**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

## **22.0 SUBCONTRACTORS**

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any

proposed subcontractor and the description of its services to the Town for approval. The Town will not work directly with subcontractors.

### **23.0 AUTHORITY TO BIND**

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

TOWN OF WIGGINS,  
a Colorado Municipal Corporation

By: \_\_\_\_\_  
Chris Franzen, Mayor

Attest: \_\_\_\_\_  
Tom Acre, Interim Town Clerk

CONSULTANT:  
RICK ENGINEERING COMPANY – COLORADO

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

Title: \_\_\_\_\_

## **Exhibit A – Scope of Services**

**[Insert Scope of Service(s)]**

## PROJECT APPROACH

Based upon our Team's experience working for small towns across the Midwest and West, our Project Approach builds upon the following themes.

### INNOVATION IN COMMUNITY ENGAGEMENT

Our overall approach to the completion of the Comprehensive Plan and Three Mile Plan is to pursue a very innovative and inclusive, yet grassroots and homegrown style, public engagement effort, to allow the people of Wiggins to help craft the direction of the plan and, thus, the future of the Town. While our team brings significant technical expertise to this assignment, we have learned that the best plans have drawn from – and truly reflected – input from the full cross section of a community. We have created a plan for public engagement that draws from the use of community meetings, ongoing discussions with stakeholders, and online input. We will tailor our public engagement strategy to ensure that members of communities that typically do not participate as much in planning efforts (such as senior citizens, youth and working parents, and individuals who do not speak English as their native language) are fully engaged in the process. We propose holding stakeholder meetings and conducting outreach at events that will reach these groups in Wiggins, to make sure that a cross-section of the community participates in the plan formation.

### ONLINE MAPPING TOOLS

We have used online mapping tools, including mapping tools developed in-house as well as through Social Pinpoint, that have allowed people to comment on alternatives and preferred plan elements from the comfort of home, via a project webpage. Using these technologies will allow us to reach many more people in the community, via online platforms, and it will allow us to gain more substantive online input, as opposed to strategies that simply solicit general comments from the public.

### CREATIVE USE OF ONLINE SURVEYS

We have found that online surveys, with well-conceived questions that tie to the key elements and options for the Comprehensive Plan and Three Mile Plan, help significantly with gaining consensus for the direction of these plans. Our approach is relying on having a series of online surveys throughout the process to gain quantitative input regarding various plan elements. We will design our surveys to include various graphics and images to make the questions easy to follow and engaging for everyone in the community.

### EMPHASIS ON GIS AND TECHNOLOGY

As a full service firm, we have access at our fingertips to the full range of technological resources used in planning today, ranging from GIS analysis, to scenario planning modules, to interactive mapping, to web and mobile based survey tools, and interactive websites used to engage communities. Depending on the preferences of the Town, we can tailor our technological innovations in GIS, growth scenario planning, and related planning technologies to the creation of the Wiggins Comprehensive Plan and Three Mile Plan.

### A FOCUS ON IMPLEMENTATION

Our planning team will focus on implementation – how to bring the great ideas for Wiggins to life – throughout the planning process. Our methodology will involve discussing the relationships between the community vision, plan themes, achievable goals, guiding policies, and implementation tools very early on in the planning process. This approach allows the Project Team and elected officials to explore a range of options and to fully vet ideas for implementation, rather than waiting until nearly the end of a planning process to discuss Implementation.

### LEVERAGING THE POWER OF GRAPHICS AND VISUALIZATION

We will employ the use of 3D graphics and renderings to help illustrate the key components of the Comprehensive Plan and Three Mile Plan, to effectively communicate the vision of Wiggins for the future. In particular, the creation of graphics will assist in conveying the vision and goals for different areas around Wiggins. We have found that the use of compelling graphics helps in engaging the public and creates planning documents that better stand the test of time and maintain excitement in the goals of a planning effort. We have also found that employing high quality graphics allows a community to make its Comprehensive Plan somewhat of a marketing tool or business plan, to help attract new investment and interest in the community.



*Fulton Street “Complete Streets” Rendering, Garden City, KS Comprehensive Plan and Downtown Plan*



*Old Town Rendering, Elizabeth Comprehensive Plan*

## PHASES ASSOCIATED WITH PROJECT APPROACH

The following Project Approach integrates the approach language outlined by the Town of Wiggins in the RFP with additional detail concerning how our team will complete the phases. This Approach also includes additional suggested tasks our team believes will best accomplish the overall project objectives.

### Phase 1 – Project Management

**Task 1.1: Ongoing Project Management:** Our team will work with the Town staff and the Project Team (defined in the RFP document to include the RICK consultant team, our RICK project manager, Town staff, and elected or appointed Town Officials) to guide the planning efforts.

We will work with the Town’s project manager to implement a regular and efficient communication strategy. Conference calls involving the Town staff and

members of our team will facilitate communication on a regular basis. We anticipate conducting weekly coordination conference calls between the Project Manager from the Town and the Project Manager from the RICK Team. In addition, we will communicate with the overall Project Team on a regular basis via emails and periodic in-person or virtual (Zoom) meetings, which are anticipated to take place throughout the process. During our regular calls with the Town’s project manager and calls or meetings with the Project Team, we will



develop, facilitate and maintain the project schedule and coordinate all activities, tasks, meetings and deliverables for the project.

### Deliverables:

- ◆ Notes from coordination calls / meetings with Town staff
- ◆ Agendas for Project Team meetings
- ◆ Powerpoint and graphics, as needed, for Project Team meetings
- ◆ Notes / minutes from Project Team meetings

**Task 1.2: Project Kick-off Meetings:** The RICK Planning + Design team will conduct an initial meeting with Town staff to discuss and determine parameters and objectives for the 2022 Comprehensive Plan and Three Mile Plan. Our team will then meet with the overall Project Team in a formal Kick-Off Meeting to finalize the schedule for the project, schedule meetings, and begin the process of data acquisition. Our consultants and the Project Team will establish goals and expectations for the planning effort and finalize plans and strategies for public engagement.

### Deliverables:

- ◆ Agendas for initial staff meeting and for Kickoff meeting with the Project Team
- ◆ Powerpoint presentation, for Kickoff meeting with the Project Team
- ◆ Minutes / notes from kickoff meetings

## Phase 2: Public & Stakeholder Engagement

The following outlines the key strategies to effectively involve the Wiggins community in the development of the Comprehensive Plan and Three Mile Plan. During this initial stage of community engagement, we will focus on gathering background information, setting timelines and expectations while identifying key resources and opportunities, challenges, values that the community wishes to preserve, and principles that should govern implementation and development of a shared future development vision. This initial phase will culminate in the development of a visioning summary for the Wiggins community.

Our team's approach is to listen carefully to the many voices in and around Wiggins before our team begins to identify issues and solutions. Through our many years of preparing plans at all levels, we have established an approach based on proactively reaching out and involving the community. Then, we combine our strong analysis, technical, visualization, and coordination skills to communicate complex concepts in meaningful, easy-to-understand ways.

All of Rick's engagement expertise will be leveraged to help make the **2022 Comprehensive Plan and Three Mile Plan** a success. We will begin by developing a Public Engagement Plan that serves as the "playbook" for meaningful community participation. The plan will describe:

- ▶ Goals for awareness building and engagement
- ▶ Coordination of messaging to reach the broadest audience possible
- ▶ Coordinated messaging to connect with specifically targeted audiences.
- ▶ The development of innovative outreach tools that inform and collect feedback from community members.
- ▶ A project contact list of stakeholders including: residents; employers; property owners; economic development representatives; education, health and faith-based institutions; social service providers; and others.
- ▶ An approach to management and coordination of consultant team and Town staff efforts related to engagement.

Our Team will implement the final public engagement plan in coordination with the Town.

### Public Engagement Strategy

Given engagement trends over the last ten years, our team's engagement approaches always include a strong "go-to-the-people" element that focuses on using multiple digital strategies. The use of social media, e-mail marketing, online commenting, and mobile phones are examples. Our strategy also incorporates in-person strategies to provide a strategic, multi-pronged engagement approach.

We will combine an array of outreach strategies to ensure effective, innovative outreach with equal opportunity for participation. We look forward to connecting with the residents of Wiggins through traditional, in-person community meetings as well as online meetings and engagement platforms. Our team has become proficient in coordinating, preparing and leading public meetings on a wide variety of online video conferencing platforms. Rick staff will offer a Zoom option (in addition to in-person) for community and stakeholder meetings to allow residents that cannot attend in person to still contribute virtually.

We anticipate using Social Pinpoint, which we have utilized on several Comprehensive Plans in Colorado, as the main project information hub, to be used to post information and updates throughout the project. We have used Social Pinpoint to post background

documents, alternatives and concepts, and preliminary and final versions of Comprehensive Plans and their components, in several communities. We have also used Social Pinpoint as the hub to provide online idea walls, discussion forums, visual preference surveys, and similar exercises with small town communities.

In addition to traditional in-person and online meetings and/or workshops we have also seen success with the “go-to -the-people” strategy of public outreach. We anticipate organizing in-person engagement opportunities, such as “pop-up” meetings at popular community gathering spots, local stores, and other destinations. Our approach will ensure community members have equitable engagement opportunities throughout the Comprehensive Plan process. We will take an innovative approach to public outreach by creating mobile public input boards and exhibits which we can take to community events to solicit input from the public at varying stages of the Comprehensive Plan. This approach has been successful in smaller towns and helps to reach various audiences around a town. For example, our mobile outreach efforts may include Visual Preference Surveys, game exercises (in which people can provide input through an interactive exercise), or similar exercises.

We understand the importance of receiving feedback from the public throughout the development of the Plan. We will create a robust webpage (through Social Pinpoint) that houses all information for the project. We have used Social Pinpoint and our own internal platforms in past projects to advertise upcoming meetings as well as create maps to allow the public to provide input.

Additional efforts to engage the population of Wiggins will involve providing translation of surveys and other materials into Spanish (as needed) as well as providing translation to attendees at meetings and workshops for the Comprehensive Plan (as needed). Francisco Miraval of Project Vision 21 has worked with our team on several Comprehensive Plans over the last few years and will assist us with translation, if needed.

From the outset of the project, we will work with Town staff and the Project Team to tailor the public outreach process, using the most successful techniques to serve the goals for the project, given the budget for the Comprehensive Plan and Three Mile Plan.

### **Subtasks – Public & Stakeholder Engagement:**

We anticipate the following sub-tasks as part of the Public and Stakeholder Engagement and will refine and finalize the content and execution of these subtasks with the Project Team and Town staff at the beginning of the project.

### **Task 2.1: Public Outreach Materials and Project**

**Contact Database:** We will work with Town staff to develop language to include on emails, press releases, informational flyers, banners, and community signage, communicating the goals of the project as well as the purpose for particular community engagement efforts. Our team will work with Town staff to develop a database of contact names from throughout the Wiggins area, as well as stakeholders and representatives from other agencies and municipalities, for use throughout the project. We will include sign-in sheets at community events and at community and stakeholder meetings held during the project to gather additional names for inclusion in the database. We will use the database to create email blasts to the community to publicize community meetings and to direct community members to the project website to view information (including exhibits and graphics) concerning the Comprehensive Plan. We will work with Town staff to develop information to share with local media to promote the Comprehensive Plan and Three Mile Plan.

#### **Deliverables:**

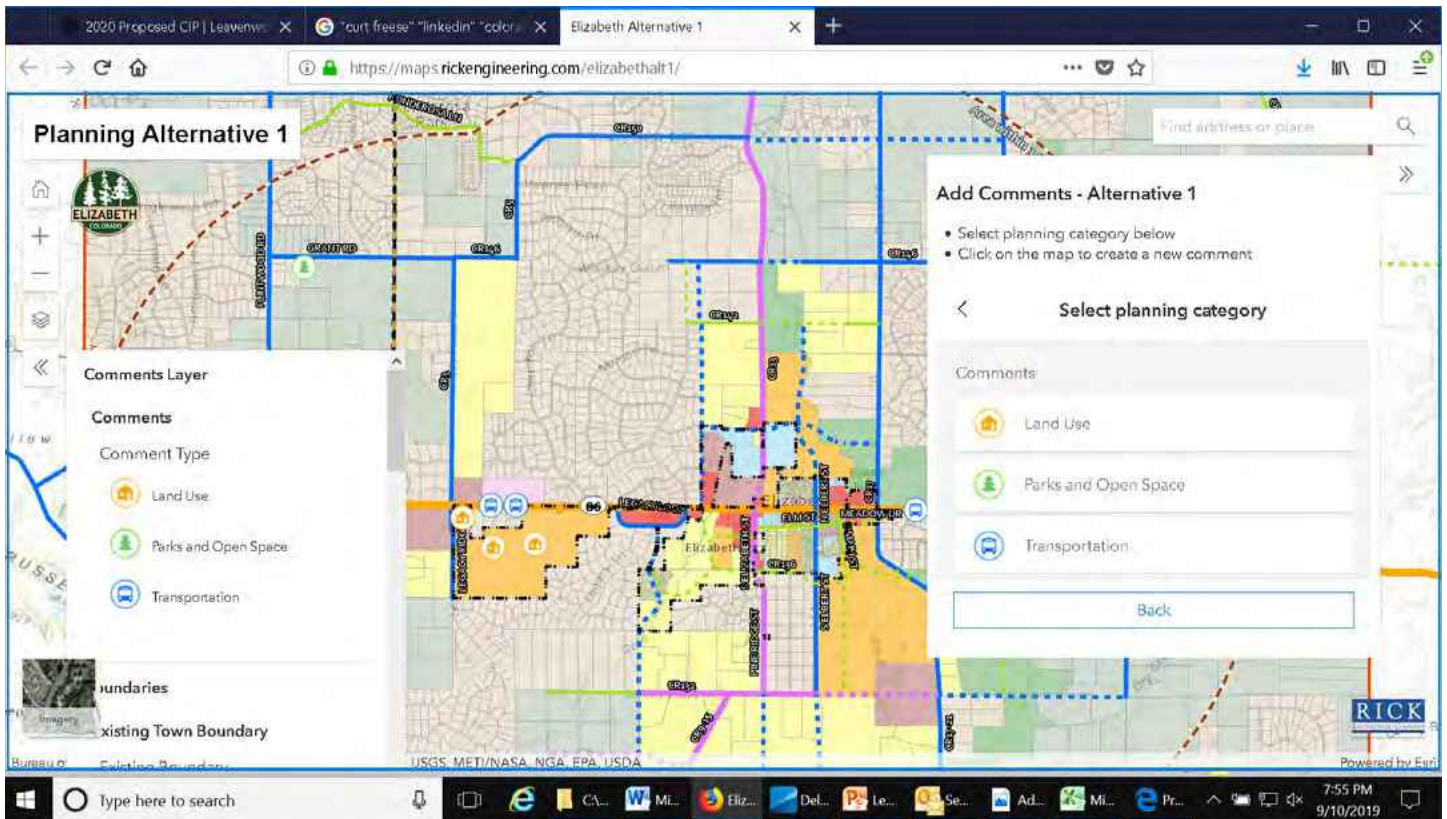
- ◆ Content for press releases throughout project
- ◆ Content for informational flyers at various stages of the project
- ◆ Content for community signage to promote the project
- ◆ Database of contacts for use throughout the project
- ◆ Sign in sheets at meetings and events

**Task 2.2: Project Webpage:** Our team will create and maintain a website for the Comprehensive Plan, using Social Pinpoint as its functionality allows us to incorporate a wide variety of information and outreach efforts. Our team will ensure that the website contains sufficient and appropriate information concerning the planning effort. We suggest that the webpage should include online versions of survey questions developed for community meetings and events, as well as pdf versions of key concepts, alternatives, and information presented to the community.

#### **Deliverable:**

- ◆ Written content and graphics to be included on the project website

**Task 2.3: Social Media Engagement:** Our team will provide content necessary to publicize the Comprehensive Plan effort on the Town’s Facebook page and the social media accounts of other organizations in Town. In addition to in-person meetings throughout the Comprehensive Plan process, we anticipate including the functionality to attend community meetings through Zoom and similar social media platforms, in order to provide options for those who wish to participate in the meetings from home so that we can reach everyone in Wiggins.



*Image from Online Mapping Tool used for the Elizabeth Comprehensive Plan, Elizabeth, CO*

### Deliverables:

- ♦ Written content and graphics, as necessary, for staff to include in social media engagement, to promote the overall project, upcoming community meetings and events, and other key information at various stages of the project
- ♦ Content for use in Zoom community meetings, at various stages of the project

**Task 2.4: Online Mapping Engagement Tool:** We will utilize online maps through Social Pinpoint or a similar online engagement tool throughout the planning process to gain additional input from the public. The mapping tools will enable residents to post comments and images on a map of the Wiggins area in order to obtain input concerning various planning topics (transportation, land use and development, etc.) tied to specific locations or geographic areas in the Wiggins area.

### Deliverables:

- ♦ Online Engagement Tool
- ♦ Summary of comments in graphical form, from online mapping engagement at various stages of the project

### Task 2.5: Connecting with Community Organizations:

While strong promotion and support of the planning effort from the Town will be important, we also recommend an effort be spearheaded to engage local community organizations, religious organizations,

schools, and other groups to assist in creating public awareness of and engagement with the planning process. We would anticipate that members of the Project Team would be able to assist with this effort, in reaching out to various community organizations and working with them to help spread the word about the Comprehensive Plan.

### Deliverable:

- ♦ Matrix of potential community organizations and contact names, for ongoing outreach during the project (for discussion with Town staff and Project Team)

**Task 2.6: Stakeholder Meetings:** Our team will work with Town staff and the Project Team to identify key stakeholders for engagement as part of stakeholder meetings. Potential key stakeholders may include members of the Town staff, business owners, the Planning and Zoning Commission, representatives from local neighborhoods or HOAs, and other social and civic organizations. In addition, we will engage individual property owners and developers, representatives from nearby jurisdictions, the local school district, and other agencies as needed. Specifically, the stakeholder meetings would be organized in the following fashion:

**1st Round Stakeholder Meetings:** Introduce the project and gain input concerning the overall goals and vision for the creation of the Comprehensive Plan. Review information collected by the project team concerning



existing conditions in Wiggins and key findings from this information. Discussion at each meeting concerning how these key takeaways may affect the creation of the Comprehensive Plan Update.

**2nd Round Stakeholder Meetings:** Review of and input concerning key alternatives pertaining to key planning topics (land use and development, housing, transportation and mobility, etc.).

**3rd Round Stakeholder Meetings:** Review of and input concerning the preferred direction for the Comprehensive Plan and Three Mile Plan, pertaining to key planning topics, as well as the draft implementation strategies.

In addition, we will conduct an additional set of stakeholder meetings toward the end of the project, centered on the examination of implementation strategies for the Comprehensive Plan and resolving any remaining key issues. In order to maximize the efficiency of the project budget, we anticipate conducting many of the stakeholder meetings via Zoom or similar online meeting channels, in order to reduce travel costs and maximize the value of everyone's time.

### Deliverables:

- Agendas for stakeholder meetings
- Presentation materials as needed, including handouts and/or powerpoints, for stakeholder meetings
- Summaries of discussion of stakeholder meetings

### Task 2.7: Community Events and "Pop-Up" Activities:

As mentioned previously, the project team will gain input and reach out to the broader community by conducting outreach at selected community events. For example, we anticipate that a small informational booth could be set up at community events in Wiggins such as high school sporting events. We could also provide outreach at more focused community events such as school carnivals, or other events led by local schools, religious organizations, and other community groups. We will select community events and opportunities that will allow the project team



**Pop-Up Community Engagement at a Local Walmart**

to reach a full range of community members, including seniors, parents of young children, youth, students, and people with disabilities. We will design our booths at community events to include a "fun factor" and will brainstorm with the Project Team and Town staff outreach tools that will make people excited about contributing their input regarding the Comprehensive Plan.

The outreach booth materials used at community events could also be used to conduct "pop up" outreach at places where most people go in their daily lives, including local stores, restaurants, and other key gathering places. We will work with the Project Team and the Town staff to identify the community events where members of our consultant team would be best suited to join members of the Town staff, the Project Team, and community organizations, in conducting outreach in person. Our work plan assumes participation by one member of our consultant team in up to four community events during the course of the project. We will work with Project Team members to explore the option to utilize the materials we develop for outreach at community events, to conduct outreach on their own. For example, members of the Project Team could use materials produced by our team to conduct additional outreach sessions at local schools, in local parks, or with local civic groups.



**Engagement at Community Events, Local Schools, and Boy Scout Troop**

Our outreach materials at community events will include mobile exhibits and exercises to gain input from the community at key stages of the planning process. We will include various maps, game exercises, visual preference surveys, and related interactive tools to gain input from the community as the plan moves through the creation of alternative concepts and arrives at the preferred and final versions of the Comprehensive Plan.

### Deliverables:

- ♦ Materials, including graphics, interactive exercises, handouts, sign in sheets, flyers, etc. for engagement at community events

## Phase 3 – Community Assessment

Our team will conduct an analysis of existing conditions in the Wiggins area, including the areas within three miles of the Town's boundaries. The content outlined below will be included in draft and final versions of the plan documents and will help to inform the development of town-wide goals, policies and strategies of the plans. We will summarize our findings of each of the following sub-tasks in memorandums to Town staff and the Project Team.

**Task 3.1: Review of Existing Plans:** Members of our consultant team will conduct a thorough review of existing plans and studies. We will document the takeaways from the various plans as they relate to the Comprehensive Plan. We will document the areas in which the Town has achieved success and met the goals and action items from the existing Comprehensive Plan, and areas in which additional actions are needed to fulfill the goals established in the Comprehensive Plan.

**Task 3.2: Economic, Housing and Demographic Analysis:** We will prepare a population analysis of Wiggins and the surrounding area, including a composite demographic analysis including key trends and projections for future growth in and around the Town. Based upon this analysis, we will identify potential geographic areas of residential and commercial growth in and around Wiggins, for consideration as the planning effort moves forward. We will complete projections for future population, households, and employment in Wiggins, using information from the Town as well as from ESRI, the State of Colorado, and other sources. We will examine data and issues pertaining to the age, mixture, and affordability of housing in Wiggins and identify gaps in the local housing market.

### Task 3.3: Parks, Open Space, Recreation and Trails

**Analysis:** The Rick team will review the inventory of parks, trails and open space assets in Wiggins, and recreational opportunities in the local area, and identify gaps in amenities or programs related to parks, open space, recreation, and trails.

### Task 3.4: Existing Transportation Conditions and Opportunities:

The Rick team includes Felsburg, Holt & Ullevig, which will examine the existing conditions of the multimodal transportation system in the Wiggins area. FHU will identify key gaps in the network and key issues that may influence the Comprehensive Plan and Three Mile Plan.

**Task 3.5: Resiliency:** Our team will review information and documents related to topics included under resiliency, such as natural hazards, hazardous materials and flood plain mapping (including updated maps from FEMA). We will identify key issues tied to resiliency and sustainability facing the Wiggins area.

**Task 3.6: Updating of Existing Conditions:** Our team will compile the remaining components of Existing Conditions for Wiggins, including information concerning:

- ▶ The Regional Context; Existing Land Use Patterns in Wiggins;
- ▶ Developable land area in Wiggins and within the Three Mile Plan area;
- ▶ Historic Resources and historic preservation issues;
- ▶ Existing Zoning and Zoning Codes;
- ▶ Existing Land Uses and recent and potential changes in growth patterns;
- ▶ School District facilities;
- ▶ Community and public facilities and services, and identification of future needs;
- ▶ Water and Sewer infrastructure and identification of future needs

These analyses will document the overall picture of where Wiggins is today. The analyses will identify key needs of the community in the various frameworks identified above.

**Task 3.7: Creation of Base Maps:** Our team will create base maps for Wiggins that will include the key data from the Existing Conditions and Trends analysis, for use in creating preliminary and final versions of the plan.

### Deliverables of Phase 3:

- ♦ Community Assessment document, summarizing the technical analyses outlined in Task 3, along with maps and graphics. The document will present the analysis of existing data, identifying current trends and demands for service that impact the Town now and in the future
- ♦ Base maps, to be used throughout the planning process
- ♦ Relevant graphics and diagrams, included within the Community Assessment document

## Phase 4: Future Needs & Trends Analysis

This phase of the project will focus on understanding future trends, growth management needs, fiscal / economic development analyses, and their impacts. We will review and analyze data and trends, including current conditions and future projections of potential population growth, the local economy, land use, utilities, recreational resources, transportation, and other public infrastructure. The Project Team will identify future annexation and growth corridors, infrastructure and transportation advancements, targeted infill areas, affordable housing pressure, sustainable economic development initiatives and passive and active recreational demands. As part of this phase, the RICK team will analyze the Town's current Land Development Code and provide recommendations for potential updates to the code.

### Task 4.1: Needs and Opportunities Analysis:

Drawing from the various analyses conducted in the Community Assessment, we will outline the needs and opportunities for future development and redevelopment in Wiggins. We will produce this analysis by completing a composite Needs and Opportunities map that identifies key needs/constraints (such as floodplains, areas outside utility service areas, etc.) and opportunities (such as key transportation connections, areas for potential development as key districts or nodes of development, etc.). The analysis will integrate the technical information and provide a foundation from which to create alternatives for land use and other plan elements going forward.

**Task 4.2: Review of Land Development Code:** As outlined in the RFP document, we will review the various sections of the Development Code and provide recommendations for the sections to be updated and the nature of the updates to the code. We will not prepare code language per se, but we will provide sufficient detail and guidance for the Town to formally update its Land Development Code as part of the Comprehensive Plan, or shortly thereafter.

## Phase 5: Alternatives Development and Review

### Task 5.1: Development of Alternatives and Creative Solutions:

Building from what was learned through the process to date, members of the RICK team will develop a series of diagrams and exhibits to outline potential creative alternatives and solutions to address key topics in the Comprehensive Plan and Three Mile Plan. While the exact nature of alternatives presented will naturally

evolve as the planning effort moves forward, we anticipate that our team would create key alternatives addressing the following topics:

- ▶ Alternatives for future land uses, development and zoning in Wiggins and the surrounding area
- ▶ Alternative concepts or ideas for overall economic development, including a new element focused on tourism
- ▶ Alternative concepts for housing and affordable housing opportunities
- ▶ Alternative concepts for transportation and mobility
- ▶ Alternative concepts for public infrastructure (water, sewer, etc.), including water conservation, capital improvements, and community facilities
- ▶ Solutions geared to increase government efficiency in Wiggins
- ▶ Alternative concepts for the ongoing Sustainability and Resiliency of the Wiggins community, including ideas to address natural hazards

During this phase, we will work with the Project Team to provide an analysis applying different growth scenarios and options for each area of the plan. We will create recommendations for the proper mix of land uses for long-term financial sustainability, affordable housing incentive programs, strategies regarding the use of PUDs, and enhancements to increase the connectivity of transportation networks, pedestrian corridors, greenways, and parks.

### Deliverables:

- ◆ Maps, graphics, and diagrams illustrating alternative concepts, for presentation to Town staff, the Project Team, and the community
- ◆ Written summary of the key elements of the alternative concepts (in memorandum format) for discussion with Town staff and the Project Team

### Task 5.2: Community Engagement: Review of Key Alternatives:

Our team will gather input from the community concerning a series of alternatives and concepts associated with the various elements to be included in the Comprehensive Plan and Three Mile Plan. We anticipate organizing this round of community engagement into the following components:

- ▶ Conducting a series of booths and stations at community events, to review the various alternatives and concepts
- ▶ Online community surveys conducted to gain input concerning the alternatives and concepts



- ▶ Community workshop (conducted in-person and also virtually through Zoom) to review the alternatives and concepts and gain input from participants
- ▶ Pop-up outreach at local community gathering places (such as stores, restaurants, and other gathering places)
- ▶ Meetings conducted with the youth of Wiggins (with classes or student clubs)

### Deliverables:

- ◆ Maps, graphics, and presentation boards for outreach at community events
- ◆ Presentations, including Powerpoint slides as needed, for community workshop (in-person and online)
- ◆ Publicity materials to advertise the community engagement (including flyers, banners, and related materials, for distribution around Wiggins)

## Phase 6: Plan Development and Adoption

### Task 6.1: Creation of Preferred Concepts for the Comprehensive Plan and Three Mile Plan:

The RICK Planning + Design team will create preferred versions of the various elements of the Comprehensive Plan and Three Mile Plan for Wiggins, drawing from input to date from the public and the various stakeholders. The Preferred Plan will include the following components:

- ▶ Outline of projected needs for the transportation system serving Wiggins, including major thoroughfares and arterial roadways as well as pedestrian and bicycle facilities and routes;
- ▶ Outline of projected future public facility needs serving Wiggins, including strategies for water and for conservation, and a water supply element in accordance with state statutes;
- ▶ Preferred Future Land Use Plan for Wiggins and areas identified for future growth and potential expansion. The Plan will outline the most effective use of existing developed land, undeveloped land, and surrounding land outside the Town limits and within the three-mile plan area. We will complete a draft three-mile plan per state statutes, including a land use and development analysis. We will work with Town staff and officials from Morgan County and surrounding jurisdictions to ensure that the plan properly interfaces with the adjacent and nearby jurisdictions.
- ▶ Preferred strategies for enhancing the housing stock in Wiggins to serve all sectors of the housing market, and to provide for affordable housing.
- ▶ Preferred strategies for resiliency and planning for natural and human-caused hazards;

### Deliverables:

- ◆ Maps, graphics, and diagrams illustrating the preferred concepts, for presentation to Town staff, the Project Team, and the community
- ◆ Written summary of the key elements of the preferred concepts (in memorandum format) for discussion with Town staff and the Project Team

### Task 6.2: Draft Version of the 2022 Comprehensive Plan and Three Mile Plan:

Drawing from all of the information created and presented in preceding tasks, our team will create a draft version of the Comprehensive Plan and Three Mile Plan for Wiggins for presentation to the Project Team, boards and commissions, stakeholders, and citizens. The draft document will include, but not be limited to, the following components:

- ▶ Summary of community and stakeholder engagement conducted during the planning effort
- ▶ Summary of findings from the Community Assessment
- ▶ The various sections of the Comprehensive Plan, including graphics
- ▶ Draft version of the three-mile plan per Colorado state statutes, including a land use and development analysis
- ▶ Updated Future Land Use Map
- ▶ Current Zoning Map
- ▶ Implementation strategies and actions for each element of the Comprehensive Plan
- ▶ An appendix will include the results of in-person and online community surveys
- ▶ All of the elements of the final plan will include various renderings, graphics, and other illustrative tools to convey the vision and intent of each plan

The Comprehensive Plan and Three Mile Plan will be delivered in written and electronic form and will include various graphics, diagrams, pictures, tables, appropriate narrative content and realistic implementation strategies that are appropriate and achievable.

### Deliverables:

- ◆ Draft copy of the Comprehensive Plan
- ◆ Draft version of the Three Mile Plan

### Task 6.3: Community Outreach: Review of Draft Plans:

Our team will gather input from the community, including citizens and stakeholders, the Project Team, and boards and commissions concerning the draft Comprehensive Plan and Three Mile Plan. This outreach in particular will gather input from the community regarding the prioritization of the various elements in the plan, in order to create final implementation strategies and outline next steps stemming from the current planning process.

We anticipate organizing this final stage of community engagement into the following components:

- ▶ Conducting a series of booths and stations at community events, to gather input on the Draft Plans
- ▶ Online community surveys conducted to gain input concerning the Draft Plans
- ▶ Community workshop (conducted online and through Zoom) to review the Draft Plans
- ▶ Pop-up outreach at local community gathering places (such as at shops, restaurants, etc.)
- ▶ Meetings conducted with the youth of Wiggins (with classes or student clubs)

### **Deliverables:**

- ◆ Maps, graphics, and presentation boards for outreach at community events
- ◆ Presentations, including PowerPoint slides as needed, and other graphic materials for the community workshop (to be held in-person and also online through Zoom)
- ◆ Publicity materials to advertise this stage of community engagement (including flyers, banners, and related materials, for distribution around Wiggins)

**Task 6.4: Work-session with Planning and Zoning Commission and Board of Trustees to Review Draft Comprehensive Plan and Draft Three Mile Plan:** We will work with Town staff to conduct a work-session (or study session) with the Board of Trustees and Planning and Zoning Commission (assembled together) to review the various components of the draft version of the Comprehensive Plan and the draft of the Three Mile Plan, and to obtain detailed input and edits from these bodies, prior to finalizing the plan documents for adoption.

### **Deliverable:**

- ◆ PowerPoint presentation and supporting materials (including copies of the Draft Comprehensive Plan and draft Three Mile Plan) to facilitate work-session with Planning and Zoning Commission and the Board of Trustees

**Task 6.5: Final Version and Adoption of Comprehensive Plan and Three Mile Plan:** Drawing from input from the Board of Trustees and the Planning and Zoning Commission, as well as input from Town staff, we will produce a final version of the Comprehensive Plan document and a final version of the Three Mile Plan. The project manager from the RICK team will attend a public hearing in Wiggins to adopt the documents.

### **Deliverables:**

- ◆ Final Comprehensive Plan document and final Three Mile Plan document and electronic files, including source files and files used to create the documents, including graphics and GIS files, spreadsheets, etc.

## **Phase 7: Implementation Strategy and Next Steps**

Our team will work with the Project Team and Town staff to draft a list of priorities and implementation schedules to guide in the Town in achieving the goals outlined in the 2022 Comprehensive Plan and Three Mile Plan and create draft versions of Implementation Strategies that will be embedded within the various sections of the Comprehensive Plan. A summary of the Implementation Strategy and Next Steps will be included within the final plan documents, to organize action items by plan themes into a matrix and present an approach for monitoring and evaluating progress toward achieving the community's vision and goals. The Implementation Strategy and Next Steps will:

- ▶ Identify clear steps, timing and phasing for action items, tied to various elements of each plan, and the responsibilities of particular entities with regard to implementing various parts of the plan (including Town staff and various stakeholder groups). We will prioritize the various components of the final recommendations into short, middle and long-term objectives;
- ▶ Include estimated costs and associated financial resources and mechanisms (public and private) for various elements of the plan, including private and public development;
- ▶ Identify planning-level cost estimates for recommended improvements for inclusion in the Town's Capital Improvement Plan;
- ▶ Identify key potential barriers to successful development of the plan, including analysis of barriers to development and recommendations for solutions or programs to mitigate the identified barriers;
- ▶ Recommendations for performance indicators and a framework for tracking progress over time in achieving the various implementation items outlined in the Comprehensive Plan.
- ▶ Identify key geographic and guiding principle areas that will be used to guide land use, development, and growth decisions by the Town.

### **Deliverable:**

- ◆ Memorandum and tables outlining implementation strategy elements (for review by Town staff and Project Team).



## **EXHIBIT B**

**{Insert Consultant Service Pricing}**

## COST OF SERVICES

The following outlines the anticipated breakdown of the project budget, based upon information provided by the Town of Wiggins in the RFP and our proposed approach to the completion of the project. Costs for insurance and other normal overhead costs (telephone, office supplies, incidentals, etc.) of our company are accounted for in our normal cost of doing business and are not included in the reimbursable cost total in the table below.

## FEE PROPOSAL

### BREAKDOWN OF PROJECT BUDGET BY PHASE

PHASE	FEE ESTIMATE
1: Project Management	\$12,500
2: Public & Stakeholder Engagement	\$24,500
3: Community Assessment	\$21,500
4: Future Needs and Trends Analysis	\$12,500
5: Alternatives Development & Review	\$35,500
6: Plan Development and Adoption	\$31,650
7: Implementation Strategy and Next Steps	\$15,400
<b>Total Labor:</b>	<b>\$153,550</b>
Reimbursable Expenses:	
Printing, Plotting	\$1,900
Incentives for Community Outreach	\$1,700
Mileage and Other Supplies	\$2,650
<b>Total Reimbursable Expenses:</b>	<b>\$6,250</b>
<b>Total Budget (Not to Exceed)</b>	<b>\$159,800</b>

## HOURLY RATE FEE SCHEDULE

The following table outlines the hourly rates for the RICK Team Members required to complete the Wiggins Comprehensive Plan and Three Mile Plan.

### HOURLY RATES

TEAM MEMBER	FIRM	ROLE	HOURLY RATE
<b>Britt Palmberg</b>	RICK	Principal Planner / Project Manager	\$170
<b>Brian Mooney</b>	RICK	Quality Review / Senior Advisor	\$200
<b>Hannah Shurance</b>	RICK	Land Use Planning	\$115
<b>Kim Nelson</b>	RICK	Parks, Open Space & Recreation	\$170
<b>Jared Gorby</b>	RICK	Parks, Open Space & Recreation	\$110
<b>David Becher</b>	RRC	Housing, Economic Development & Tourism	\$150
<b>Rob Fitch</b>	RICK	Infrastructure, Public Services & Utilities	\$185
<b>Jason Krall</b>	RICK	Infrastructure, Public Services & Utilities	\$165
<b>Jenny Young</b>	FHU	Transportation Planning	\$205
<b>Kelly Leadbetter</b>	FHU	Transportation Planning	\$155
<b>Francisco Miraval</b>	Project Vision 21	Bilingual Community Outreach	\$100



## **STAFF SUMMARY**

### **Board of Trustees Meeting January 25, 2023**

---

**DATE:** January 18, 2023

**AGENDA ITEM NUMBER:** 9

**TOPIC:** Consideration of Resolution No. 06-2023 – A Resolution Authorizing the Mayor to Enter into a Contract with ProCode, Inc for Commercial and Residential Plan Review and Building Inspections

**STAFF MEMBER RESPONSIBLE:** Hope Becker, Planning & Zoning Administrator

---

**BACKGROUND:**

ProCode, Inc is a third-party building plan reviewer and inspection company. Due to expected development of commercial buildings within Town, the Board of Trustees approved a contract with ProCode, Inc in February 2021 to perform commercial building plan reviews and building inspections. This was due to the Town of Wiggins not having a certified staff member to perform these tasks. In February of 2022, ProCode's contract was amended to include residential building plan reviews and inspections. The contract amendment allowed a reprieve in staff duties, provided the Town the use of the Cascade building department software program for the use of contractor licenses, building permits, and address histories. Their current contract is reviewed and re-approved on a yearly basis.

In a recent meeting, the Board of Trustees requested staff to put together data and reasons why outsourcing building department and inspection services were in the best interest of the Town. Staff presented in the January 11, 2022 work session the pros and cons to keeping ProCode as the Town's plan reviewer and building inspection company verses hiring additional staff to take on these responsibilities. There are many reasons why acquiring an in-house staff member to do plan reviews and building inspections; however, Staff also provided information on how ProCode's services are currently helping staff time, customer services, software programs, and consulting services to Town Staff.

**SUMMARY:**

ProCode recently merged with SafeBuilt and is now doing business as ProCode, A SafeBuilt Company. However, ProCode and their staff that have been providing service to Town of Wiggins will continue as they have for the past two years. Nothing will change with the current

services they provide and the company merger will provide additional services such as Code Enforcement, Community Planning and Urban Design, Civil Engineering Services, Fire Plan Services, and Stormwater Management Services at an additional cost, should the Town need them.

Attached is a proposed draft resolution and contract for ProCode. It is to be noted that the contract does list electrical permit fees as part of the contract, but asterisks note that the fees will not be implemented until the Board of Trustees make a decision on how to move forward with electrical and plumbing permits and inspections being done through the Town.

The proposed contract is similar to the previous contract with exception that the 60% ProCode Fees of building permits and plan reviews are locked in until 2026 and the proposed length of the contract is three years making it up for renewal in February of 2026.

**FISCAL IMPACT:**

Approving a Resolution to renew the contract with ProCode will not have a negative impact on the Town's budget. The Town is only charged ProCode fees when services are used. The Cascade Software Program is part of the contract.

**APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:**

The Town strives to have environmental and structurally sound buildings constructed for its property owners. Contracting with ProCode, Inc, a building plan review and inspection company, will provide that assurance with the added benefit of the digital software program and customer service.

**OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:**

The Board of Trustees could adopt the Resolution as presented, request modifications, or not adopt the Resolution.

**MOTION FOR APPROVAL:**

I make the motion to adopt Resolution No. 06-2023 – A Resolution Authorizing the Mayor to Enter into a Contract with ProCode, Inc for Commercial and Residential Plan Review and Building Inspections.

**ACTION REQUESTED:**

Motion, Second, Roll-Call Vote.

*(Resolutions require affirmative votes from the majority of the Trustees present)*

**TOWN OF WIGGINS  
RESOLUTION 06-2023**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH PRO  
CODE, INC FOR COMMERCIAL AND RESIDENTIAL PLAN REVIEW AND BUILDING  
INSPECTIONS.**

**WHEREAS**, the Town of Wiggins ("Town") is authorized to contract for the performance of necessary public services including plan review and building inspections; and

**WHEREAS**, ProCode, Inc. has been performing commercial and residential plan review and building inspection services for the Town of Wiggins since February 2022 and has the necessary skill and expertise to perform such plan and review and building inspection services; and

**WHEREAS**, the Town administrative staff recommends that the Town Board of Trustees approve the attached Agreement.

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

**Section 1.** The Wiggins Board of Trustees hereby (a) approves the Independent Contractor Agreement with ProCode, Inc., in substantially the form attached hereto as **Exhibit A**, including all exhibits thereto, and (b) authorizes the Town Manager, in consultation with the Town Attorney, to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Agreement as may be appropriate that do not substantially increase the obligations of the Town; and

**Section 2.** The Mayor and Town Clerk are hereby authorized to execute and deliver all documents and monies in accordance with this Resolution; and

**Section 3.** **Effective Date.** This Resolution shall take effect upon its approval by the Wiggins Board of Trustees.

**INTRODUCED, ADOPTED AND RESOLVED THIS 25<sup>TH</sup> DAY OF JANUARY, 2023.**

TOWN OF WIGGINS, COLORADO

\_\_\_\_\_  
Chris Franzen, Mayor

ATTEST:

\_\_\_\_\_  
Tom Acre, Interim Town Clerk

# **INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE TOWN OF WIGGINS AND PROCODE, INC., A SAFE BUILT COMPANY**

## **1.0 PARTIES**

This INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made and entered into this 25th day of January, 2023 (the “Effective Date”), by and between the **Town of Wiggins**, a Colorado municipal corporation, hereinafter referred to as the “Town,” and ProCode, Inc., a Colorado corporation, hereinafter referred to as the “Contractor.”

## **2.0 RECITALS AND PURPOSE**

- 2.1 The Town desires to engage the Contractor for the purpose of providing building plan review and inspection services as further set forth in the Contractor’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

## **3.0 SCOPE OF SERVICES**

- 3.1 The Contractor agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference. The Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.
- 3.2 The Contractor agrees to perform all required plan reviews and inspections of commercial and residential buildings and structures within the incorporated boundaries of the Town based upon the Town’s adopted Building Code, Mechanical Code, Property Maintenance Code, Existing Building Code, Fuel Gas Code, Energy Conservation Code, Residential Code, , and any other adopted codes and amendments or applicable State and Federal requirements, and other Town adopted regulations, standards, and requirements related to building construction (collectively, the “Town Codes.”).

## **4.0 COMPENSATION**

- 4.1 The Town shall pay the Contractor for Services under this agreement a total not to exceed the amounts set forth in **Exhibit A** attached hereto and incorporated herein by this reference. For Services compensated on a per-task basis, such costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses which are deemed necessary for performance of the services and which are pre-approved by the Town Manager. The foregoing amounts of compensation shall be inclusive of all costs of

whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

- 4.2 The Contractor shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Contractor shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one and one-half percent (1.5%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

## **5.0 PROJECT REPRESENTATION**

- 5.1 The Town designates the Town Manager or his/her designee, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by said Town staff and such person's designees.
- 5.2 The Contractor designates Jonathan Gesick as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

## **6.0 TERM**

- 6.1 The term of this Agreement shall be from February 1, 2023 to February 1, 2026, unless the Agreement is sooner terminated pursuant to Section 13, below. The Contractor's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Wiggins Board of Trustees, in its sole discretion. In the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.



## **7.0 INSURANCE**

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
  - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the Town of Wiggins, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Wiggins, its officers and its employees, and shall contain a severability of interests provision.
  - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Town of Wiggins under this contract.
  - 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

## **8.0 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage to the extent caused by any negligent or intentionally wrongful (willful misconduct) act or omission of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses to the extent caused by any negligent or intentionally wrongful (willful misconduct) act or omission of the Contractor. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

## **9.0 QUALITY OF WORK**

Contractor's Services shall be performed in accordance with the highest professional workmanship

and service standards in the field to the satisfaction of the Town.

## **10.0 INDEPENDENT CONTRACTOR**

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the Town, and that:

- 10.1 **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE TOWN.**
- 10.2 **CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN.**
- 10.3 Contractor does not have the authority to act for the Town, or to bind the Town in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Town.
- 10.4 Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
- 10.5 The Town will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.
- 10.6 Neither the Contractor nor any of its officers or employees will receive benefits of any type from the Town.
- 10.7 Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the Town.
- 10.8 All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- 10.9 Contractor will not combine its business operations in any way with the Town's business operations and each party shall maintain their operations as separate and distinct.

## **11.0 ASSIGNMENT**

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent, which consent shall not be unreasonably withheld.

## **12.0 DEFAULT**

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

## **13.0 TERMINATION**

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

## **14.0 INSPECTION AND AUDIT**

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

## **15.0 DOCUMENTS**

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

## **16.0 ENFORCEMENT**

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs. Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Morgan County in connection with any dispute arising out of or in any matter connected with this Agreement.

## **17.0 COMPLIANCE WITH LAWS**

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

## **18.0 INTEGRATION AND AMENDMENT**

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

## **19.0 NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile or email transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Wiggins  
Attn: Town Manager  
304 Central Ave  
Wiggins, CO 80654  
Phone: (970) 483-6161  
Fax: (970) 483-7364  
tacre@wigginsco.com

If to the Contractor:

ProCode, Inc.  
Attn: Jonathan Gesick  
39 S Parish Ave, #220  
Johnstown, CO 80534  
Telephone: 970-305-3161  
Email: email@procodeinc.net

Any such notice or other communication shall be effective when received as indicated on the

delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

## **20.0 EQUAL OPPORTUNITY EMPLOYER**

20.1 Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.2 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

## **21.0 NO THIRD-PARTY BENEFICIARIES**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Town and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than the Town or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

## **22.0 SUBCONTRACTORS**

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor will submit any proposed subcontractor and the description of its services to the Town for approval. The Town will not work directly with subcontractors.

## **23.0 AUTHORITY TO BIND**

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

TOWN OF WIGGINS  
A Colorado Municipal Corporation

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

Attest: \_\_\_\_\_  
Interim Town Clerk

CONTRACTOR:

By: Gary Amato

Title: Gary Amato, CAO

Date: January 11, 2023

## **Exhibit A – Scope of Services and Price Information**

The Contractor agrees to perform commercial and residential building plan review and inspection services, including but not limited to the following:

1. Review building plans and conduct all necessary and required building and HVAC inspections on commercial and residential construction with the Town of Wiggins.
2. Maintain all required certifications in the disciplines of residential and commercial construction, energy conservation and heating, ventilating, and air conditioning.
3. Conduct all necessary inspections on permitted activities such as, but not limited to commercial and residential alterations and additions.
4. Provide Inspection Reports to the Planning and Zoning Administrator for all inspections within one (1) week of inspection completion (unless otherwise agreed upon).
5. Assist Town Staff with inquiries related to commercial and residential buildings and construction.
6. Assist with the investigation of complaints related to the State building code and Town Ordinances, including but not limited to inspections for occupancy permits, structural property maintenance violations, etc.
7. Attend occasional Board of Trustee or Planning and Zoning Commissioner meetings as requested.



## Exhibit B

### Fee Schedule

Fee Description	Fee Amount
Building Permit and Review Fees.	60% of building permit fees
<i>Investigation Fees.</i> <ul style="list-style-type: none"><li>As requested by the Town, ProCode will perform violation and complaint investigations relating to the International Building Code. ProCode will be paid at an hourly rate as stated in the fee amount for each hour of time spent on the investigation.</li></ul>	\$95 per hour

For all commercial building permits, reviews, and inspection, excluding inspections that fall under the State's jurisdiction such as plumbing and electrical inspections, ProCode shall be paid based on the percentage as stated in the Fee Amount for each building related fee collected by the Town of Wiggins. Such fees will include Building Permit Fee, Plan Review Fee as well as any other fee that is associated with commercial and residential inspections and reviews pertaining to the building code. ProCode Inc. is not entitled to impact fees, sales tax fees, utility tap fees, or other fees not related to the building code.

For every building permit that is issued, ProCode will receive 60% of the following:

- Building Permit Fee
- Plan Review Fee
- Electrical Fee\*
- Electrical Meter Release Fee\*
- Construction Meter Fee\*
- PV Solar Fee\*

*\*Electrical fees will be collected if the Town decides to bring the electrical permitting in-house.*

Included in the 60% building permit fees:

- ProCode will attend pre-application meetings as needed
- Work with departments that have an interest in residential and commercial projects, including the fire department, planning and zoning department and other municipal and county organizations.

Other related building department specific fees as approved by the town.

- ProCode will waive all fees for town funded projects.
- ProCode will match the fees waived by the board of trustees for non-profit organizations.
- ProCode will provide our in-house building permit tracking software, Cascade, at no additional charge.

This rate includes all inspections and reviews, building violation investigations, and building department administration.

- ProCode agrees to a three-year commitment to these rates. (Ending in February 1, 2026)
- Our billing cycle is monthly from the first day to the last day of the month.
- Valuations are typically determined by the provided valuation and compared to the set square footage-based calculation, of which, the larger of the two is used. This can be modified if the applicant provides estimates for materials and labor.
- The billing procedure is captured using the permitting software and is transparent so all parties have access at any time.
- Other services required will be under a separate negotiated scope of work and proposal.



## **STAFF SUMMARY**

### **Board of Trustees Meeting January 25, 2023**

---

**DATE:** January 20, 2023

**AGENDA ITEM NUMBER:** 10

**TOPIC:** Consideration of Resolution No.07-2023 - A Resolution Authorizing the Mayor to Enter into a Contract with American Legal Codifiers for Codification Services of the Town of Wiggins Ordinances

**STAFF MEMBER RESPONSIBLE:** Hope Becker, Planning & Zoning Administrator

---

#### **BACKGROUND:**

Codification is the process of taking the Town's Ordinances and organizing them into a concise Municipal Code document. The process of codification allows local governments to not only identify inconsistent and duplicate laws but also provides digital access to public users. The laws no longer become vague and uncertain due to amendments, repeals, and redundancy. The Municipal Code can be in paper and electronic digital format uploaded to the Town's web site, which would allow a user to search key words and see results within all Town ordinances.

The Town's ordinances are currently available to community members; but only as pdf documents and some document files are not titled, making searching capabilities difficult. Codification will provide additional transparency by allowing ordinances to be readily available to all residents, staff, contractors, businesses, etc. on the Town's website as a single concise document.

The codification project will impact the Town of Wiggins community members and staff in a positive manner. Researching code information will take less time, residents will have the ability to access the website to get answers when they have questions regarding any of the Town of Wiggins policies and codes

To assist in the codification of Town ordinances, staff applied for and received a grant from the Statewide Internet Portal Authority (SIPA). The Board of Trustees approved Resolution 39-2022, recognizing a grant that the Town received from the SIPA, at the October 26, 2022 Board Meeting. Staff contacted multiple codification firms and received quotes from Municode/CivicPlus, American Legal, and Code Publishing.

**SUMMARY:**

Staff reviewed quotes for codification and ongoing support from Municode/CivicPlus at \$11,195, American Legal at \$9,800, and Code Publishing at \$12,815. After evaluating the quotes for the initial codification and proposals from each firm including future costs to update the code, staff selected American Legal as the best fit and value for the cost. With the goal being to codify the Town's current Ordinances to create a concise document that is easy to access and has easy search capabilities for all community members, the Police Department, and Staff, American Legal offers the product that appears to meet our need. They service many towns and cities ranging from small towns such as our neighbor Akron, to servicing large metropolitan cities such as New York City and Chicago.

Staff feels that it is important that we have the Town logo present on the codification material for branding purposes and American Legal provides our logo/branding in their basic package. Users will have the ability to do automatic stem searches and synonym searches for topics of interest. For example, a search for "dog" will populate results in the singular and plural (dog and dogs). It can also do synonym searches. For example, a search for "grass" may have search results including grass, turf, or lawn.

Users will also have the ability to download results multiple file choices from the web such as a Word document, HTML, TXT, PDF, MOBI, and EPUB. Or the user can copy and paste things into their own document.

Their proposal includes a feature called Model Ordinance Services as part of their basic package which allows simultaneous searches of municipal and county codes on the American Legal website for model language. This would assist staff with code research for future ordinance topics.

American Legal provides a small array of features that will provide the needs that best fit the Town. Based off of the calculations provided in the proposal, it can be noted that the yearly fee with American Legal may vary depending on the number of pages in each ordinance.

**FISCAL IMPACT:**

Approving the resolution to contract with a codification firm will not have a significant negative impact on the Town's budget. The Town received a \$6,500 from SIPA to assist in funding the project. Future budgets will need to include annual codification fees and to maintain online hosting.

**APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:**

Approval of resolution to contract with a codification firm is consistent with the Town's goals of providing transparency and continuing to provide ease of access of Town policies, rules and regulations to Wiggins community members.

**OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:**

The Board of Trustees could adopt the resolution as presented, request modifications, or not adopt the resolution.

**MOTION FOR APPROVAL:**

I make the motion to adopt Resolution No. 07-2023 - A Resolution Authorizing the Mayor to Enter into a Contract with American Legal Codifiers for Codification Services of the Town of Wiggins Ordinances.

**ACTION REQUESTED:**

Motion, Second, Roll-Call Vote.

*(Resolutions require affirmative votes from the majority of the Trustees present)*

**TOWN OF WIGGINS, COLORADO  
RESOLUTION NO. 07-2023**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT  
FOR CODIFICATION SERVICES**

**WHEREAS**, the Board of Trustees finds it is in the Town's best interest to codify its ordinances; and

**WHEREAS**, the Board of Trustees by this Resolution desires to authorize the Mayor to enter into a contract for codification services.

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

**Section 1.** The proposed Agreement by and between the Town of Wiggins and American Legal Publishing for Codification Services (the "Agreement") is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

**Section 2.** The Mayor, and Town Clerk are authorized to execute the Agreement in substantially the same form as the copy attached hereto; further, the Mayor or the Town Manager is hereby granted the authority to negotiate and approve such revisions to the Agreement as he determines are necessary or desirable for the protection of the Town, so long as the material terms and conditions of the Agreement are not altered.

**INTRODUCED, ADOPTED AND RESOLVED THIS 25<sup>TH</sup> DAY OF JANUARY 2023.**

TOWN OF WIGGINS, COLORADO

\_\_\_\_\_  
Christopher Franzen, Mayor

ATTEST:

\_\_\_\_\_  
Tom Acre, Interim Town Clerk

## **CODIFICATION AGREEMENT**

January 25, 2023

The Town of Wiggins a municipal corporation in the State of Colorado ("Municipality") and American Legal Publishing Corporation ("Publisher"), an Ohio corporation, agree as follows:

### **I. THE PUBLISHER SHALL:**

- (1) Examine the Municipality's Charter (if any), and prior code of ordinances (if any), and all ordinances or resolutions provided by the Municipality and determine which materials are to be codified.
- (2) Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the municipal attorney.
  - (a) The report may include notice of and suggestions for resolving the following:  
Apparent conflicts with referenced state and federal statutes and administrative regulations; Repealed, renumbered, or obsolete state and federal statutes and administrative regulations; Apparent conflicts with prominent federal case law; and Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
  - (b) Suggest new provisions which the Municipality should consider including in the new code and delete old provisions which are no longer necessary or which might be improper or unlawful.
  - (c) The review will not involve re-drafting of entire chapters by the Publisher. However, the Publisher will provide model ordinances to the Municipality upon request if available.
  - (d) At the option of the municipality, hold a manuscript conference with municipal representatives to review the report. The Municipality will not be billed for time of the American Legal staff attorney if it chooses this option, but will be billed for travel expenses.

Note: The review performed by the Publisher should not be considered as a substitute for the competent advice of your Municipal Attorney, especially based on his/her in-depth knowledge of the municipal practices and procedures, and American Legal Publishing is in no way assuming the role of attorney for the municipality. Land Use sections of the code are especially specific to the locality and are thus only subject to cursory review and comparison with the rest of the code.

- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.
- (4) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.
- (5) Prepare:
  - (a) Title, chapter, and section headings.
  - (b) A table of contents and sectional analysis for each chapter.
  - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
  - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.
  - (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the Municipality finds to be pertinent.
  - (f) Parallel Reference Tables showing:
    - 1. The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
    - 2. A listing of code sections based on state statutes (Statute to Code).
    - 3. A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).
  - (g) An index (which will be created after the first draft of the Code is submitted).
- (6) Provide the Municipality with model or sample ordinances when available and upon request, at no additional charge.
- (7) Deliver to the Municipality, within 6 months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the Municipality's examination.



- (8) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The Municipality will be billed for the travel expenses of the American Legal staff attorney. The Municipality may present changes to pages of the draft at the conference. After the final conference, no additional changes are to be made. Any further changes, additions, or deletions shall be made in the future supplements to the Code in accordance with III(3) of this Agreement. When the draft, and any changes thereto made by the Municipality, is returned to the Publisher, such return of the draft shall be deemed final authorization by the Municipality to publish the Code as returned. If additional conferences are requested by the Municipality which require the travel of a member of the staff of the Publisher, then the Municipality shall be advised what the additional cost, if any, for such conference will be.
- (9) Deliver to the Municipality, within 3 months of receipt of the corrected draft, 10 printed copies of the Code meeting the following specifications:
  - (a) Type to be single column, at the request of the Municipality
  - (b) Page size to be 8½" x 11"
  - (c) Printed on high quality paper
  - (d) All copies to be in hard-covered, 3-ring, loose leaf binders. All binders shall have the Municipality's name stamped in gold and shall contain divider tabs.
- (10) Provide a sample adopting ordinance to the Municipality.

## **II. THE MUNICIPALITY SHALL:**

- (1) The Municipality will provide clear copies of all materials necessary to perform the codification, including an up to date copy of any previously published code of ordinances, copies of ordinances and pertinent resolutions not previously codified, and a completed New Code Questionnaire (provided by the Publisher). (If the Municipality provides meeting minutes to the Publisher to review for legislation contained therein rather than actual ordinances or resolutions, there will be an additional charge of \$45.00 an hour to extract ordinances or resolutions from the minutes for use in the new code.)
- (2) After receipt of the draft of the code and legal report described in paragraph I (2), the Municipality shall have 60 days to review the draft and report and to return to the Publisher its comments about the draft and its answers to the legal report. In the alternative, if the Municipality opts for the legal conference described in paragraph I (9), it must contact the Publisher within 60 days to set up a meeting date. The meeting, itself, need not occur within the same 60 day period. If the Municipality fails to either return its comments and answers to the legal report within 60 days or, if applicable, to set up a meeting date, the Municipality may request that the Publisher extend the deadline in writing. The Publisher may adjust the contract price to cover any increased costs due to the Municipality's delay.

- (3) The Publisher agrees to include in the final version of the Code all ordinances adopted by the Municipality up to the time the manuscript is originally due back to the Publisher under the provisions of (2) above. The Municipality agrees that any ordinances adopted after this date shall be included at the Publishers' supplement rates (as set out in paragraph III(3)(b)) at the time of the inclusion of these ordinances into the code.
- (4) (a) Pay to the Publisher for shipping of the final code order as a base price, the sum of \$9,800.00 for its services set out in Section I, payable as follows: 40% with acceptance of the agreement, 40% following receiving draft and legal review, and the balance due upon delivery of the completed code books and online code link.
- (b) The price above is based upon a code of the following number of pages according to the format option chosen by the Municipality. Should the final page count of the code be more pages than this estimate, the base price will increase accordingly at the time of the final invoice:

FORMAT	NUMBER OF PAGES	INCREASE
8½" x 11" Single-column page	450	\$20.00 per page

- (5) Pay any invoices within 30 days of the invoice date. Invoices outstanding beyond the 30 day period shall be subject to a late payment equal to 1.5% of the unpaid balance per month, or part thereof.

### III. OPTIONAL SERVICES.

The Municipality, by the initials of the person executing the agreement on its behalf, exercises the following options:

INITIAL

(1) Code Format:

(a) Single-column format -----

(2) Additional Copies of Code: number of copies -----

The Municipality may purchase additional codes at (*circle one:*)  
\$80 per copy with a binder or \$60 per copy without a binder

(3) Five-year supplemental service plan: \_\_\_\_\_

For a period of five years after delivery of the code:

(a) The Publisher shall:

1. Incorporate into the code new pertinent ordinances submitted by the Municipality.
2. Revise or make additional entries to the table of contents, parallel reference tables, and index as necessary to reflect the incorporation of additional, changed or deleted material.
3. Deliver to the Municipality 10 printed copies of supplemental pages with an instruction sheet for directing the placement of the new pages in the code.

(b) The Municipality shall:

1. Provide a copy of ordinances or resolutions passed subsequent to publication of the previous code supplement;
2. Pay to the Publisher the sum of \$20.00 per reprinted single-column page.

The prices above are for five years and cannot be changed except for adjustments in the second, third, fourth, and fifth years of this agreement to reflect any decrease or increase in the United States Consumer Price Index calculable from the month of delivery of the Code. If the code page contains an image (diagram, photograph, graph, etc.) or table, there is an additional \$10.00 per page charge.

(c) Upon completion of the five years, this agreement shall automatically renew itself from year to year except that either party may alter or cancel the terms of this agreement at any time upon ninety days written notice.

(4) Code Hosted on American Legal Publishing website \$500 per year, \$250 the first year \_\_\_\_\_

#### IV. TRANSMITTAL AS OFFER.

The transmittal of this Agreement to the Municipality is an offer by the Publisher to perform the stated services at the prices and terms referenced within the Agreement. This offer will expire if not executed by the Municipality by December 31, 2022, unless such date is extended in writing by the Publisher.

IN WITNESS WHEREOF the parties to this contract have hereunto set their hands on the date(s) indicated:

TOWN OF WIGGINS, CO

AMERICAN LEGAL PUBLISHING

By \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

## **Addendum to Codification Agreement**

This Addendum is attached to and made part of the Codification Agreement by and between the Town of Wiggins, Colorado, a Colorado municipal corporation (the "Municipality") and American Legal Publishing Corporation, an Ohio corporation (the "Publisher"), dated \_\_\_\_\_ (the "Agreement").

The following sections, provisions, terms and conditions of the Agreement are modified as follows:

1. Paragraph I.8 of the Agreement is amended as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

(8) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The conference may be held electronically upon the request of the Municipality. If the Municipality requests an in-person conference with the American Legal staff attorney, ~~The~~ Municipality will be billed for the travel expenses of the American Legal staff attorney. The Municipality may present changes to pages of the draft at the conference. After the final conference, no additional changes are to be made. Any further changes, additions, or deletions shall be made in the future supplements to the Code in accordance with III(3) of this Agreement. When the draft, and any changes thereto made by the Municipality, is returned to the Publisher, such return of the draft shall be deemed final authorization by the Municipality to publish the Code as returned. If additional conferences are requested by the Municipality which require the travel of a member of the staff of the Publisher, then the Municipality shall be advised what the additional cost, if any, for such conference will be.

2. The Agreement is amended by the addition of a new Paragraph V to read as follows:

### **V. ADDITIONAL PROVISIONS**

(1) *Documents.* All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Municipality in performance of the services are and shall remain the sole and exclusive property of the Municipality. All such materials shall be promptly provided to the Municipality upon request therefor and at the time of termination of this Agreement, subject to Municipality's compliance with the payment provisions herein. Publisher shall not provide copies of any such material to any other party without the prior written consent of the Municipality.

(2) *Insurance.*

- a. The Publisher agrees to procure and maintain, at its own cost, the policies of insurance set forth below. The Publisher shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Municipality. All coverages shall be continuously maintained from the date of commencement of services

hereunder. The required coverages are: (1) Workers' Compensation insurance as required by applicable law; (2) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.

- b. Every policy required above shall be primary insurance, and any insurance carried by the Municipality, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Publisher. Such policies shall contain a severability of interests provision. The Publisher shall be solely responsible for any deductible losses under each of the policies required above.
- c. Certificates of insurance shall be provided by the Publisher as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Municipality. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Municipality.

(3) *Indemnification.* To the fullest extent permitted by law, the Publisher agrees to indemnify and hold harmless the Municipality, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Publisher or any subcontractor of the Publisher, or any officer, employee, or agent of the Publisher or any subcontractor, or any other person for whom Publisher is responsible. The Publisher shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Publisher shall further bear all other costs and expenses incurred by the Municipality or Publisher and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Publisher. The Municipality shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this paragraph. The Publisher's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Municipality. The parties understand and agree that the Municipality is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Municipality, its officers, or its employees.

(4) *Quality of Work.* The Publisher's services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the Municipality.

(5) *Independent Contractor.* It is the expressed intent of the parties that the Publisher is an independent contractor and not the agent, employee or servant of the Municipality, and that:

- a. **PUBLISHER SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING,**

**BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE MUNICIPALITY.**

- b. PUBLISHER IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE MUNICIPALITY.**
- c. Publisher does not have the authority to act for the Municipality, or to bind the Municipality in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Municipality.
- d. Publisher has and retains control of and supervision over the performance of Publisher's obligations hereunder and control over any persons employed by Publisher for performing the services hereunder.
- e. The Municipality will not provide training or instruction to Publisher or any of its employees regarding the performance of the services hereunder.
- f. Neither the Publisher nor any of its officers or employees will receive benefits of any type from the Municipality.
- g. Publisher represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the Municipality.
- h. All services are to be performed solely at the risk of Publisher and Publisher shall take all precautions necessary for the proper and sole performance thereof.
- i. Publisher will not combine its business operations in any way with the Municipality's business operations and each party shall maintain their operations as separate and distinct.

(6) *Assignment.* Publisher shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Municipality's prior written consent.

(7) *Termination.* This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

(8) *Funding Subject to Appropriation.* Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Municipality within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Municipality under this Agreement are subject to annual budgeting and appropriation by the Wiggins Board of Trustees, in its sole discretion.

In the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

**THIS AMENDMENT AND ADDENDUM ACCEPTED AND AGREED TO BY:**

**MUNICIPALITY:**

Town of Wiggins, Colorado

By: \_\_\_\_\_  
Chris Franzen, Mayor

**ATTEST:**

\_\_\_\_\_  
Tom Acre, Interim Town Clerk

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

**PUBLISHER:**

American Legal Publishing

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

Its: \_\_\_\_\_

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





# Town of Wiggins, CO

## Ordinance Codification Proposal

September 29, 2022

Ross Heupel  
Codification Consultant  
American Legal Publishing  
Direct: 513-720-7805  
Rossh@amlegal.com  
[www.amlegal.com](http://www.amlegal.com)

## Table of Contents

---



Cover Letter	Page 3
Section 2: Business Profile	Page 4
Section 3: Experience/Qualifications	Page 7
Section 4: Description of Service	Page 9
Section 5: Online Code Solution	Page 14
Section 6: Pricing	Page 18
Codification Agreement	Page 20



September 29, 2022

Hope Becker  
Planning & Zoning Administrator  
Town of Wiggins  
304 Central Avenue  
Wiggins, CO 80654

Dear Hope,

Thank you for allowing American Legal Publishing to present a proposal to codify your municipal code. American Legal Publishing is a full-service codification firm that works with over 3,400 clients across the United States.

We provide high-quality codification services at an economical price.

Our codification process includes incorporating all permanent nature ordinances, creating an index and tables as needed. It also consists of a legal review and written report by one of our staff attorneys. The inspection will uncover inconsistencies between sections in the code and inconsistencies with the code and state and federal statutes

New ordinances can be easily added to your code with American Legal's supplement services. And, when you need a model ordinance, simply call us; we don't charge for providing model ordinances, or you can search all codes on our website for free and download your sample ordinances.

We believe that our successful track record and experience, combined with the high-quality editorial and information management services we provide, makes us the ideal choice to publish your municipal code.

Regards,

Ross Heupel

Ross Heupel  
Codification Consultant  
Phone: 513-720-7805  
Email : Rossh@amlegal.com

AMERICAN LEGAL PUBLISHING • 525 VINE ST. SUITE 310 • CINCINNATI, OH 45202  
800-445-5588 WWW.AMLEGAL.COM Fax: 513-763-3562

## 2. BUSINESS PROFILE

---



American Legal Publishing began as the codification division of the Anderson Publishing Company of Cincinnati in 1934. We became a separate corporation in 1979. In 2006, American Legal Publishing became an independent employee-owned corporation. We are incredibly proud of our employee-owned status, unique in our industry. Our employees are self-motivated, knowing that each project's quality enhances their future and that of the government client.

- American Legal is the choice of the top cities in the country. We currently serve over 3,400 local government clients across the country. Our ability to service large clients (New York, Los Angeles, Chicago, Philadelphia, Cleveland, Boston, etc.) and provide excellent service and products to the smaller Villages, Cities, and Counties across the nation, separates us from many other Codifiers.
- We are the codification consultants to the International Municipal Lawyers Association and numerous state municipal leagues.
- American Legal employs a highly skilled and professional staff, including 16 staff members with law degrees - the largest in the industry. The legal reviews that these attorneys can execute allow us to provide a high-quality product. Our editorial support staff consists of experienced editors skilled in the multiple disciplines required in providing codification services: editing, computer operation, proofreading, and indexing. Our typical editor has a college degree in English or Law.
- American Legal offers a full-range of codification services, including:
  - Editing and updating municipal codes
  - Legal research/review and analysis of codes
  - Hosting of municipal codes on the Internet
  - Roberts Rules of Order 11<sup>th</sup> Ed. on CD in the Folio search program
  - Meeting Minutes imaging and hosting online in a searchable format
- American Legal works quickly to put new codes online. We have the flexibility to update online and printed codes on any schedule our clients require, including as new ordinances are adopted.
- The hosted municipal codes located on our webserver are fully searchable and easy for the general public to use and have advanced features to assist legal professionals and City staff.
- The hosted municipal codes located on our webserver are available for use on smartphones and tablets such as iPads.

- American Legal is exclusively an ordinance codification company. It is our sole focus. We are dedicated to continual improvement of our expertise, procedures, product, and staffing to ensure the premium level of service that has earned us the respect and business of America's premier cities and Municipal Associations. We are not distracted by other ventures. We do one thing, and we make every effort to do it as well as it can be done.

## **Municipal and County Leagues Affiliations**

American Legal's commitment to quality has led to affiliations with Municipal and County leagues across the country. Municipal Associations across the nation seek our expertise in municipal law and government, our advanced technology programs, and our unsurpassed customer service. We are incredibly proud that by allowing us to serve their members in their name, they show the greatest confidence in our services, reputation, and integrity. We work hard every day to continue to earn that respect.

We serve as the Information Management Consultant to the following Leagues:

League of Wisconsin Municipalities  
Ohio Municipal League

We serve as the Codification Consultant for the following organizations:

League of Oregon Cities	Association of Arizona Counties
League of Minnesota Cities	League of Arizona Cities & Towns
League of Nebraska Municipalities	NC League of Municipalities
Indiana Association of Cities & Towns	League of Kansas Municipalities

We work with the following Leagues to publish model or basic codes:

South Dakota Municipal League  
Virginia Municipal League  
League of Nebraska Municipalities  
League of Minnesota Cities

We have produced publications for the following Leagues:

League of California Cities  
Virginia Municipal League  
League of Wisconsin Municipalities

## **American Legal (Sterling) Colorado Clients**

- Akron
- Breckinridge
- Colorado Springs
- Creede
- Erie
- Frisco
- La Jara
- Littleton
- Morrison
- Sedgwick
- Simla
- Vail
- Winter Park
- Yuma

### 3. EXPERIENCE/QUALIFICATIONS

---

- (1) **Years in Business:** American Legal Publishing has been in the ordinance codification business since 1934 as part of the Anderson Publishing Company. We became a separate corporation in 1979. We became an independent employee-owned corporation in 2006, and in 2019, we purchased Sterling Codifiers.
- (2) **Size and Experience:** American Legal is the choice of the country's top cities. We currently serve over 3,500 local government clients across the country. Our clients include the Cities of New York, Los Angeles, Chicago, Philadelphia, Cleveland, Boston, Albuquerque, Honolulu, San Francisco, Tucson, and many others. We are the codification consultants to the International Municipal Lawyers Association and numerous state municipal leagues.
- (3) **Projects Attorneys:** American Legal employs 15 attorneys, including the company President, Executive Vice President (Editor in Chief), the Vice President of Client Relations, and the Vice President of Major Client Services.

#### **RAY G. BOLLHAUER - PRESIDENT**

*Qualifications:*

- Manages American Legal's Client Relations and Contracts
- J.D., University of Cincinnati College of Law
- B.A., Economics, University of Cincinnati
- Past President and Trustee of local community Council
- Twenty years with American Legal
- Federal Bar member
- Presenter throughout the country regarding codification (Institute for Local Government Drafting Seminar at Tulane Law School; Milwaukee Bar Association, Ohio Municipal Clerks Association; Kent State Clerks Certification Program; League of Wisconsin Municipal Attorneys Association; North Carolina City and County Clerks Association at UNC; Arkansas County Clerks Association; Southwest Ohio Clerks Association; Ohio Municipal League; International Municipal Lawyers Association (New Orleans and Portland, OR); Queen City Chapter of the National Parliamentarians Association; and the International Institute of Municipal Clerks Association conferences)

*Role:* Responsible for contract management and renewals

#### **CYNTHIA POWELEIT - EXECUTIVE VICE PRESIDENT, EDITING**

*Qualifications:*

- Editor-in-Chief, oversees all aspects of code editing
- J.D., Salmon P. Chase College of Law, Northern Kentucky University
- B.A., English, Denison University.
- Twenty-three years with American Legal Publishing.

*Role:* Oversees editing of new code and legal review

### **AMY OAKS - SUPPLEMENT EDITING DIRECTOR**

- Qualifications:*
- Experience in editing and overseeing the production of thousands of supplements
  - B.A., English, Northern Kentucky University
  - Fourteen years with American Legal

*Role:* Oversee supplement editing

### **SARAH CRABTREE BAUER – DIRECTOR OF ELECTRONIC PUBLISHING**

- Qualifications:*
- Manages American Legal's CD-ROM and Internet publishing Department
  - Project manager for high level clients
  - B.A., English, Northern Kentucky University
  - M.A., English, University of Cincinnati
  - Eleven years with American Legal

*Role:* Responsible for production of Code on CD and online; primary technical contact for the City

**Project Support Staff:** American Legal employs 36 staff members. Our editorial support staff consists of experienced editors skilled in the multiple disciplines required in providing codification services: editing, computer operation, proofreading, and indexing. Our typical editor has a college degree in English or Law.

Additional Legal Staff members include:

Lisa Brickner, legal editor

Brandi Buchenau, legal editor

Michael Fielman, legal editor

Darlene Foley, legal editor

Renell Hamilton, legal editor

Nils Herdelin, legal editor

Devon Moser, legal reviewer

Laura Moser, legal editor

Owen Parsons, legal editor

Kevin Roberts, staff attorney



#### 4. Description of Services - Codification and Legal Review



##### **American Legal Publishing will:**

- (1) Examine the City's prior code of ordinances and all ordinances or resolutions provided by the City and determine which materials are to be codified.
- (2) *Legal Review.* Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the municipal attorney.
  - (a) The report may include notice of and suggestions for resolving the following:
    - Apparent conflicts with referenced state and federal statutes and administrative regulations;
    - Repealed, renumbered, or obsolete state and federal statutory citations;
    - Apparent conflicts with prominent federal case law; and
    - Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
  - (b) Suggest new provisions which the City should consider including in the code and suggest deleting old provisions which are no longer necessary.
  - (c) At the option of the City, hold a conference with municipal representatives to review the report. The City will not be billed for time of the American Legal staff attorney if it chooses this option but will be billed for travel expenses.
- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.

- (4) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.
- (5) Prepare:
  - (a) Title, chapter, and section headings.
  - (b) A table of contents and sectional analysis for each chapter.
  - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
  - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.
  - (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the City finds to be pertinent.
  - (f) Parallel Reference Tables showing:
    - 1. The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
    - 2. A listing of code sections based on state statutes (Statute to Code).
    - 3. A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).
  - (g) An index (which will be created after the first draft of the Code is submitted).
- (6) Provide the City with model or sample ordinances when available and upon request, at no additional charge.
- (7) Deliver to the City, within 6 months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the City's examination.

- (8) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The City will be billed for the travel expenses of the American Legal staff attorney. The City may present changes to pages of the draft at the conference. After the final conference, any further changes, additions, or deletions shall be made in the future supplements to the Code. When the draft, and any changes thereto made by the City, is returned to the Publisher, such return of the draft shall be deemed final authorization by the City to publish the Code as returned.
  - (9) Deliver to the City, within 3 months of receipt of the corrected draft, 10 printed copies of the Code meeting the following specifications:
    - (a) Type to be single column, at the request of the City
    - (b) Page size to be 8½" x 11"
    - (c) Printed on high-quality paper
    - (d) All copies to be in hard-covered, 3-ring, loose-leaf binders. All binders shall have the City's name stamped in gold and shall contain divider tabs.
  - (10) Provide a sample adopting an ordinance to the City.
- 

## **Why Codify?**

### ***Efficient government***

Municipal employees can function more efficiently with the current law between two covers, organized, indexed and at their finger tips.

### ***Public access to current law***

The public must have access to the law in order to determine the standard of conduct required.

### ***Ease of enforcement***

All current ordinances on a given subject are contained in one portion of the code, such as a chapter or section. The administration of the regulations and the penalties are set out clearly within that portion of the code.

## **American Legal Code Organization**

Logically organizing your materials is critical to ensure that the code is easy to use. Each code typically includes:

Table of contents

Charter, if applicable

Body of the code divided into the following titles:

- Administration
- Public Works
- Traffic Code (including traffic and parking schedules)
- General Regulations
- Business Regulations
- General/Criminal Offenses
- Land Usage

Table of Special Ordinances that contains a summary of ordinances such as:

- Annexations
- Easements
- Franchises
- Sale and Purchase of Real Property
- Street and Alley Vacations
- Zoning Map Changes

Parallel References Table that lists references to prior code sections, state law cited in the code, municipal ordinances, and resolutions

Index

## Supplements

Providing your municipal staff and the public with accurate and timely information is critical. When new legislation is passed, it's important to update your Code of Ordinances to reflect the most recent changes.

American Legal Publishing can help by providing expert supplementation services, including:

- Incorporating new legislation into your existing code;
- Providing hard copy replacement pages to incorporate into your code; and
- Updating your code online.

How often you supplement your code is entirely up to you. You have the flexibility to supplement on an as-needed basis. Or, you can supplement on a regular schedule – such as monthly, quarterly, semi-annually, or annually. Many clients have us update the online code as new ordinances are adopted.

**Supplementation Fee: \$20 per page.**



### **Model Ordinance Service – No Fee**

You can simultaneously search municipal and county codes on our website for model language at no cost. You may search one code at a time, all codes in a state, or all online codes at once. And it's all for free! Most codifiers do not provide this service to their clients.

## 5. Online Code Solution



When the code is completed, we can post it online and make it mobile accessible in a searchable format for all of your residents to view.

You can easily link the Online Code to your municipal website.

Online Features:	Features listed below are included in the current annual hosting fee at no additional cost
P.C., Tablet, Smart Phone versions	Frames version for P.C.; ADA Compliant View and Mobile View available for mobile devices.
Multiple Search formats	1. Quick Search Box 2. Advanced Search Template 3. Boolean Search Field
Automatic Stem Searches (finds plurals of words)	<i>Dog finds dog and dogs</i> <i>Fence finds fence, fences, fencing and fenced</i>
Synonym Searches	<i>Grass finds grass, turf, lawn</i> <i>Garbage finds garbage, litter, trash, rubbish</i>
Continuous Next Hit feature	You can go through all hits without having to go back to the Results List for each chapter
Search Results List	Advance searches lists results in order of relevancy; Quick searches lists results in order as found in the document
Table of Contents expands and links to sections	View and navigate the TOC while also viewing code text and option to view TOC, Document and Search Results at same time
Download text in multiple file choices from the web	Can download into RTF (for M.S. Word), HTML, TXT, PDF, MOBI and EPUB (can also use copy/paste feature)
Email text in multiple file choices from the web	Can email text RTF (for M.S. Word), HTML and TXT (actually attaches text, not just a link to the code)

Cross-references hyperlinked	Cross-references to other sections, including Penalty references are hyperlinked
City Logo	Yes - if provided in color by the City
Static Links to specific sections can be set	Ability to links to titles, chapter or individual sections in the code
Scrolling tables - static header	The titles of table columns remain visible as you scroll through tables
Limit searches to specific sections	Use TOC feature to limit search to chapters or sections (or expand search to other municipal codes)
Electronic format	Online document flows uninterrupted; no page breaks or page numbers to interrupt the text
Search over 2,000 municipal codes	Free access to all codes we publish online; no need to subscribe to any service
Online help features	Use online help features or contact our technical service reps via email or toll-free phone number

## Online Code – Advanced Search Feature

Filter options allow searches for exact phrases, synonyms, word stems, and more. Filters can also search the entire code or narrow your search to specific portions of the code by using the checkboxes that appear in the drop-down box. You can even refine searches to include multiple municipalities at once.

The Advanced Filters let you:

- Easily search for exact phrases, word combinations, synonyms, and more.
- Narrow your search to specific portions of the code by using the checkboxes that appear in the drop-down search menu
- You can select to search to ALL the codes in any state, even ALL the codes in the code library. This can help you find similar provisions in other municipalities or find model provisions. To use this feature, type in your search terms and then use the Advanced Filters to choose how to apply your search.
- You can type in the name of the code you want in the search field for fast access.
- You can choose individual codes within a state.
- You can refine your search to certain passages in each municipality by clicking on the pencil icon. It will take you to that municipality and let you select specific sections to search.

The screenshot displays the 'Advanced Search' interface of the American Legal Publishing Corporation. At the top, the company logo and navigation links (Search, Login, Select Language, Resources) are visible. The main search area includes a 'Keyword Search' section with a search input field, a 'Save Search' button, and a 'Clear Search' button. Below this is a 'Show Document Excerpts' checkbox. The 'Advanced Filters' section is expanded, showing options for 'Select locations to search' (All locations), 'Select code version to search' (Version search not available with multiple locations), and 'Show document excerpts in the results list' (Medium). There are also checkboxes for 'Find alternate word forms (stemming)' and 'Find synonyms (thesaurus)'. The 'Search for documents containing:' section includes fields for 'All of these words' (Required words), 'None of these words' (Exclude words), 'One or more of these words' (One or more of these words), 'This exact phrase' (Exact phrase), and 'These words near each other' (Word proximity). A 'Reset Advanced Filters' button is at the bottom left, and a 'Search' button is at the bottom right.



# Sharing Material from the American Legal Code Library

The screenshot displays the American Legal Code Library website. The top navigation bar includes links for Search, Login, Select Language, and Resources. The breadcrumb trail shows the path: ID > American Falls > American Falls, ID... > CITY CODE OF AMERICAN FALLS, IDAHO. The left sidebar contains a table of contents for the 2011 Code, including sections like PREFACE, PENDING ORDINANCES, ADOPTING ORDINANCE, and various titles (1-13). The main content area features a large teal header with the text 'CITY CODE of AMERICAN FALLS, IDAHO'. Below this, it states '1960' and 'Contains ordinances up to and including ordinance 602, passed January 19, 2011'. The publisher information is listed as 'Published by: STERLING CODIFIERS, an American Legal Publishing Company, One West Fourth Street \* 3rd Floor \* Cincinnati, Ohio 45202, 1-833-226-3439 \* www.amlegal.com'. A disclaimer and contact information are also present at the bottom of the main content area. The footer of the page includes a 'Back to Code Library' link and a 'Next Doc' link.



## Share:

Share lets you copy the URL and save it in your browser. Or share link to your email.



## Download:

Download gives you the option to save information in a variety of formats: HTML, RTF, Text, Mobi, Epub, and PDF. Choose the material you want to download from the drop down box, select download, then indicate the format you desire.



## Bookmark:

You can set a bookmark or obtain a URL for a code. Click the icon and name your bookmark. You can add your bookmark to your user account for easy reference or copy the URL and save it in your browser.



## Printing:

A drop-down box will let you select the sections you wish to print.

## 6. Pricing - America's Codification Professionals

### **Cost Proposal – Town of Wiggins, Colorado**

The goal of American Legal Publishing is to provide you with the highest quality code of ordinances at a reasonable price that fits within your budget.

#### **Codification and Related Services**

Legal Analysis

-Research Internal Consistency

-Research State Law Consistency

-Legal and Editorial Research and Report

10 Copies of City Code (includes binders and divider tabs)

Special Features

-Tables of Special Ordinances

-Parallel References

-Comprehensive Index

-Tabular Matter (Tables, Charts, Graphs)

Estimated Number of Pages – 450 \

8 ½" x 11" Format

Single column (12-point type)

\*The actual page count may vary from the estimate or you might add new ordinances during the codification process. If the page estimate is low, the cost will be higher than the initial base cost.

#### **Online Code Solution (digital code that links to your website)**

- One-time setup fee - \$550.00

- Hosting Fee, first year \$250.00 ongoing \$500 annually

#### **Grand Total \$9,800.00**

Payment Terms

- 40% with acceptance of the agreement
- 40% after customer receives draft/legal review
- 20% after customer receives book/online code solution

**Variable Cost**

Per Page Increase Rate - \$20.00

8 ½" x 11" Format - Single Column

**Time to Completion**

Number of Months Until Draft: 6-7 months

Number of Months Until Completed Code (after the return of draft): 3 months



## **STAFF SUMMARY**

### **Board of Trustees Board Meeting January 25, 2023**

---

**DATE:** January 12, 2023

**AGENDA ITEM NUMBER:** 11

**TOPIC:** Discussion and Consideration of Resolution 08-2023 – Declaring a Vacancy on the Board of Trustees and Seeking Applicants to Fill the Position

**STAFF MEMBER RESPONSIBLE:** Tom Acre, Town Manager

---

#### **BACKGROUND:**

Trustee Mark Strickland submitted his resignation effective January 11, 2023. Colorado Revised Statute Title 31 section 31-4-108 (2)(b) requires the Board of Trustees appoint to fill the position within sixty days after the vacancy occurs, or it shall order an election, subject to the municipal election code, as soon as practicable to fill the vacancy until the term of office of a successor elected at the next regular election has commenced as provided in section 31-4-105 C.R.S.

#### **SUMMARY:**

Staff has prepared the attached resolution for the Board of Trustees' discussion and consideration. The resolution declares the vacancy on the Board and suggests a process to fill the vacant position. The process presented would have interested eligible individuals submit a letter of interest and resume via email to the Town Clerk. Following the submission deadline, the Board of Trustees would be provided the applications for review, may interview the applicants, and then would select and appoint an individual to fill the vacancy.

#### **FISCAL IMPACT:**

The adoption of Resolution No. 08-2023 and appointing to fill the vacant position has no significant impact on the adopted 2023 Town Budget. If the Board is required to hold a special election, the budget would potentially be negatively impacted by approximately \$5,000 for the cost of the special election.

**APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:**

This Resolution supports the Board of Trustees' desire to provide the opportunity for eligible residents to be involved in the governance of the Town of Wiggins.

**OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:**

The Board of Trustees could adopt this Resolution as presented, request a modification, or not adopt the Resolution.

**MOTION FOR APPROVAL:** I make a motion to adopt Resolution No. 08-2023 - A Resolution Declaring a Vacancy on the Board of Trustees for the Town of Wiggins and Seeking Eligible Applicants to Fill the Vacant Position.

**ACTION REQUESTED:**

MOTION, SECOND, ROLL-CALL VOTE

*(Resolutions require affirmative votes from the majority of Trustees present)*

**TOWN OF WIGGINS, COLORADO  
RESOLUTION 08-2023**

**A RESOLUTION DECLARING A VACANCY ON THE BOARD OF TRUSTEES  
FOR THE TOWN OF WIGGINS AND SEEKING ELIGIBLE APPLICANTS TO  
FILL THE VACANT POSITION**

**WHEREAS**, Trustee Mark Strickland submitted his resignation effective January 11, 2023; and,

**WHEREAS**, the resignation of Trustee Strickland creates a vacancy on the Board of Trustees; and,

**WHEREAS**, section 31-4-108 (2)(b) C.R.S. requires the Board of Trustees appoint to fill the position within sixty days after the vacancy occurs, or it shall order an election, subject to the municipal election code, as soon as practicable to fill the vacancy until the term of office of a successor elected at the next regular election has commenced as provided in section 31-4-105 C.R.S.

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

**Section 1.** The position of Trustee-at-Large for the Town of Wiggins is declared vacant, and the Board of Trustees is seeking applications from eligible citizens having resided in the Town of Wiggins for 12 consecutive months.

**Section 2.** Applicants are required to submit a letter of intent expressing their interest and reason(s) for applying for the vacant Trustee position. Applications are to be submitted electronically as a single PDF (portable document format) file, emailed to the Town of Wiggins Town Clerk at [clerk@wigginsco.com](mailto:clerk@wigginsco.com) by 4:00 p.m. on February 7, 2023.

**Section 3.** The Board of Trustees will review the applications of eligible constituents, may request to interview the applicants, and plan to make an appointment to fill the vacancy on February 22, 2023.

**INTRODUCED, ADOPTED AND RESOLVED THIS 25<sup>th</sup> DAY OF JANUARY, 2023.**

\_\_\_\_\_  
Christopher Franzen, Mayor

ATTEST:

\_\_\_\_\_  
Tom Acre, Interim Town Clerk



## **STAFF SUMMARY**

**Board of Trustee Meeting  
Liquor License Authority**

**JANUARY 25, 2023**

---

**DATE:** December 22, 2022

**AGENDA ITEM NUMBER:** 12

**TOPIC:** Liquor License Renewal – LB Holdings Inc, dba Wiggins Super's

**Staff Member Responsible:** Tom Acre, Town Manager/Interim Town Clerk

---

### **BACKGROUND:**

Liquor License holders are required to renew their license each year. The process includes Town staff inquiring with the Police Department on if they have encountered any problems at the licensee's premise related to the liquor license, and the Town Board of Trustees approval of the license renewal acting as the Town's Liquor License Authority.

### **SUMMARY:**

The Town is in receipt of a renewal for a Liquor License from LB Holdings Inc, dba Wiggins Supers. Their current license expires on April 7, 2023. Wiggins Super's has paid the appropriate fees for the State of Colorado and the Town of Wiggins for the processing fee. The Police Department has no cases or issues with this applicant related to the liquor license.

### **FISCAL IMPACT:**

This action has no negative impact on the Town's adopted budget.

### **APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:**

The Town of Wiggins strives to be responsive to business needs and to follow State Statute by processing licensing request as appropriate.

### **OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:**

The Board of Trustees can approve the renewal or elect not to approve the renewal.

**MOTION FOR APPROVAL:**

I make the motion to approve the liquor license renewal for LB Holdings Inc dba Wiggins Super's.

**ACTION REQUESTED:**

Motion, Second, Roll-Call Vote.

*(Liquor License Actions require affirmative votes from the majority of the Trustees present.)*



DR 8400 (03/10/22)  
 COLORADO DEPARTMENT OF REVENUE  
 Liquor Enforcement Division

**Submit to Local Licensing Authority**

**WIGGINS SUPER'S  
 PO BOX 87  
 Wiggins CO 80654**

Wiggins Super's # 1202  
 PO 87  
 Wiggins, CO 80654

12/22/2022 SENT APPL + CK TO STATE

1/5/2023

Fees Due	
TOWN FEE	\$75.00 ✓ Paid
Renewal Fee	146.25 ✓ Paid
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name LB HOLDINGS INC		Doing Business As Name (DBA) WIGGINS SUPER'S	
Liquor License # 04-01110	License Type Fermented Malt Beverage Off (city)		
Sales Tax License Number 29862318	Expiration Date 04/07/2023	Due Date 02/21/2023	
Business Address 611 CENTRAL AVENUE Wiggins CO 80654			Phone Number 9704837868
Mailing Address PO BOX 87 Wiggins CO 80654		Email axlonsuper@gmail.com	
Operating Manager Jammy Weaske	Date of Birth 5-16-62	Home Address 3479 CR EE - Wray, Co 80758	Phone Number 970-345-2022
1. Do you have legal possession of the premises at the street address above? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease 2030			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

#### Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business <i>Tammy Webster</i>	Title <i>owner</i>
Signature <i>Tammy Webster</i>	Date <i>12.12.22</i>

#### Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. **Therefore this application is approved.**

Local Licensing Authority For	Date	
Signature	Title	Attest