



**TOWN OF WIGGINS
BOARD MEETING AGENDA**

JANUARY 28, 2026 at 7:00 P.M.

**304 CENTRAL AVENUE
WIGGINS, CO 80654**

THE PUBLIC IS INVITED & ENCOURAGED TO ATTEND THE MEETING VIA ZOOM OR WATCH ON YOUTUBE IF THEY ARE UNABLE TO ATTEND MEETING IN PERSON

GO TO <https://us06web.zoom.us/j/85304053718> FOR THE MEETING LINK

I. INTRODUCTIONS

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

II. APPROVAL OF CONSENT AGENDA

1. Approval of Minutes of the Special Meeting held on December 10, 2025
2. Approval of Minutes of the Special Meeting held on December 18, 2025
3. Approval of Minutes of the Special Meeting held on January 14, 2026
4. Approval of Minutes of the Special Meeting held on January 16, 2026

III. REPORTS

1. Town Staff Report
2. Board of Trustees – Swear in Trustee Angie Leist
3. Approval of Bills January 2026
4. Financials-Budget to Actual

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 three (3) minutes. The Board may not respond to your comments this evening, rather they may 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. 01-2026

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 2026

1. Resolution No. 01-2026

VI. A CONSIDERATION OF RESOLUTION NO. 02-2026

A Resolution Approving and Authorizing the Mayor and the Town Manager to Sign the Engagement Letter for the 2025 Year End Audit of the Town of Wiggins Financials

1. Resolution No. 02-2026

VII. A CONSIDERATION OF RESOLUTION NO. 03-2026

A Resolution Approving a State of Colorado Intergovernmental Grant Agreement for a Local Planning Capacity Grant

1. Resolution No. 03-2026

VIII. A CONSIDERATION OF RESOLUTION NO. 04-2026

A Resolution Approving a First Amendment to Independent Contractor Agreement for Building Plan Review and Inspection Service

1. Resolution No. 04-2026

IX. BOARD OF TRUSTEE DISCUSSIONS

1. Discussion on the Terms of a Lease Agreement for a Portion of the Knievel Property
2. Approval for the Town Manager to Pursue DOLA Grant

X. LIQUOR LICENSE AUTHORITY

1. Family Dollar – Liquor License Renewal
2. Wiggins Super's – Liquor License Renewal

XI. ADJOURNMENT

1. Closing Remarks by Mayor and Adjournment of Meeting



MINUTES OF MEETING

TOWN OF WIGGINS BOARD OF TRUSTEES SPECIAL MEETING

December 10, 2025 at 7:19 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 10, 2025. Mayor Chris Franzen called the meeting to order at 7:19 P.M. The following answered roll call: Mayor Pro-Tem Steven Perrott, and Trustees: Bruce Miller, Michael Seiber, Steven Klecka. Trustee Robert McKeighan and. Staff present were Craig Miller, Town Manager; Nichole Seiber, Town Clerk/Treasurer, Beau Warden, Public Works Director.

APPROVAL OF THE AGENDA

- Motion made by Mayor Pro-Tem Perrott, seconded by Trustee Miller. Roll Call: Unanimously Approved.

APPROVAL OF CONSENT AGENDA

- Motion made by Mayor Pro-Tem Perrott, seconded by Trustee McKeighan. Roll Call: Unanimously Approved.

TOWN STAFF REPORTS

- Town Manager: MC Housing Action meeting attended, possible grants to help with Aspen Grove development; MCEDC meeting attended, Retail Strategies: sending out information; Olde Town Christmas: Thank you to staff.
- Public Works: Vault ready to ship; Pavilion heater- piping installation done; Proposal from Xcel received for meter installation; Results from Water Tank Inspections received; Drain pans at Emerald, Third update; Contract with Darin Neb; School non-pot line; Water line to Brady Powers property update.
- BOT: Thank you, staff, for help during Olde Town Christmas

APPROVAL OF BILLS DECEMBER 2025

- Jones bill update; Need to require sealed bids; Rutenbeck restoration update.
- Motion made by Trustee Klecka, seconded by Trustee Miller. Roll Call: Unanimously Approved.

APPROVAL OF FINANCIALS ACTUAL TO BUDGET

- Accountant: Lorraine provided review of statements.
- Motion made by Mayor Pro-Tem Perrott, seconded by Trustee McKeighan. Roll Call: Unanimously Approved.

CONSIDERATION OF RESOLUTION 37-2025

- A Resolution Approving an Agreement for Municipal Court Judge Services.
- Motion made by Trustee Miller, seconded by Mayor Pro-Tem Perrott. Roll Call: Unanimously Approved.

APPOINTMENT OF MUNICIPAL COURT JUDGE

- Krea Sledge sworn in

BUDGET REVIEW

- Lorraine presented budget review

PUBLIC COMMENT

- None

CONSIDERATION OF RESOLUTION 32-2025

- A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Town of Wiggins, CO for the Calendar Year Beginning January 1, 2026 and Ending December 31, 2026.
- Motion was made by Mayor Pro-Tem Perrott, seconded by Trustee Miller to approve Resolution 32-2025. Roll Call: Unanimously Approved.

CONSIDERATION OF RESOLUTION 33-2025

- A Resolution Appropriating Sums of Money to the Various Funds and Spending Agencies in the Amounts and for the Purposes Set Forth Below for the Town of Wiggins, CO for the 2026 Budget Year.
- Motion made by Mayor Pro-Tem Perrott, seconded by Trustee McKeighan. Roll Call: Unanimously Approved.

CONSIDERATION OF RESOLUTION 34-2025

- A Resolution Levying General Property Taxes for the Year 2025 to Help Defray the Costs of Government for the Town of Wiggins, Colorado for the 2026 Budget Year
- Motion made by Mayor Pro-Tem Perrott, seconded by Trustee McKeighan. Roll Call: Unanimously Approved.

CONSIDERATION OF RESOLUTION 35-2025

- A Resolution Certifying Compliance with Article X, Section 20 of the Colorado Constitution.
- Motion made by Mayor Pro-Tem, seconded by Trustee Miller. Roll Call: Unanimously Approved.

CONSIDERATION OF RESOLUTION 36-2025

- A Resolution Creating a Non-Emergency Reserve for the Town of Wiggins, Colorado.
- Motion made by Mayor Pro-Tem Perrott. Seconded by Trustee Klecka. Roll Call: Unanimously Approved.

CONSIDERATION OF ORDINANCE 11-2025

- An Ordinance Repealing Section 130.01 of the Wiggins Municipal Code Regarding Railroads Impeding Traffic.
- Motion made by Trustee Miller. Seconded by Mayor Pro-Tem Perrott. Roll Call: Unanimously Approved.

APPOINTMENT OF TOWN CLERK/TREASURER

- Not necessary until 2026 per Town Attorney
- Removed from Agenda

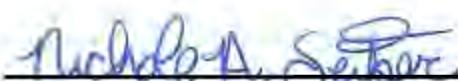
APPOINTMENT OF TOWN ATTORNEY

- Not necessary until 2026 per Town Attorney
- Removed from Agenda.

ADJOURNMENT

- Closing Remarks by Mayor and Adjournment of Meeting.

Respectfully submitted by:



Town Clerk/Treasurer, Nichole Seiber



MINUTES OF MEETING

TOWN OF WIGGINS BOARD OF TRUSTEES SPECIAL MEETING

December 18, 2025 at 7:19 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 18, 2025. Mayor Chris Franzen called the meeting to order at 7:00 P.M. The following answered roll call: Mayor Pro-Tem Steven Perrott, and Trustees: Bruce Miller, Michael Seiber, Steven Klecka. Trustee Robert McKeighan and. Staff present were: Nichole Seiber, Town Clerk/Treasurer.

APPROVAL OF THE AGENDA

- Motion made by Trustee Miller, seconded by Trustee McKeighan. Roll Call: Unanimously Approved.

EXECUTIVE SESSION

- For the purpose of Executive session to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a) regarding the sale of Town-owned property on County Road U.
- Motion made by Trustee Miller, seconded by Mayor Pro-Tem Perrott. Roll Call: Unanimously Approved.

Respectfully submitted by:

A handwritten signature in blue ink that reads "Nichole A. Seiber".

Town Clerk/Treasurer, Nichole Seiber



MINUTES OF MEETING

TOWN OF WIGGINS BOARD OF TRUSTEES SPECIAL MEETING

January 14, 2026 at 6:00 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, January 14, 2026. Mayor Chris Franzen called the meeting to order at 6:00 P.M. The following answered roll call: Mayor Pro-Tem Steven Perrott, and Trustees: Bruce Miller, Michael Seiber, Steven Klecka. Trustee Robert McKeighan and. Staff present: Nichole Seiber, Town Clerk/Treasurer.

APPROVAL OF THE AGENDA

- Motion made by Mayor Pro-Tem Perrott, seconded by Trustee Miller. Roll Call: Unanimously Approved.

BOARD OF TRUSTEE POSITION INTERVIEW

- Angela Leist
- Motion to approve Angie Leist as Board Member, seconded by Trustee McKeighan. Roll Call: Unanimously Approved.

ADJOURNMENT

- Closing remarks by Mayor and Adjournment of Meeting.

Respectfully submitted by:

A handwritten signature in blue ink that reads "Nichole A. Seiber".

Town Clerk/Treasurer, Nichole Seiber



MINUTES OF MEETING

TOWN OF WIGGINS BOARD OF TRUSTEES SPECIAL MEETING

January 16, 2026 at 6:00 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, January 16, 2026. Mayor Chris Franzen called the meeting to order at 6:02 P.M. The following answered roll call: Mayor Pro-Tem Steven Perrott, and Trustees: Bruce Miller, Michael Seiber, Steven Klecka, Trustee Robert McKeighan. Staff present: Nichole Seiber, Town Clerk/Treasurer.

APPROVAL OF THE AGENDA

- Motion made by Trustee Miller, seconded by Trustee Seiber. Roll Call: Unanimously Approved.

EXECUTIVE SESSION

- For the purpose of discussion on the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a) regarding the sale of Town-owned property on County Road U.
- Motion to move to Executive Session made by Trustee Miller, seconded by Trustee Seiber. Roll Call: Unanimously Approved.

REPORT FROM EXECUTIVE SESSION

- For discussion, direction or action

ADJOURNMENT

- Closing remarks by Mayor and Adjournment of Meeting.

Respectfully submitted by:

A handwritten signature in blue ink that reads "Nichole A. Seiber".

Town Clerk/Treasurer, Nichole Seiber



TOWN STAFF'S REPORT

Board of Trustees Meeting
January 28, 2026

- Town Manager Updates
- Admin Updates
- Public Works Updates
- Planning and Zoning Updates
- Parks and Rec Updates
- Police Department Updates

INCIDENT ANALYSIS - DAY

Date 01/01/2026

Time 8:03:57AM
Report CFS03

Agency Wiggins Police Dept.
Dates 12/01/2025 **Thru** 12/31/2025

Activity		Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
Agency: WPD Wiggins Police Dept.									
00600	Theft	0	0	1	0	0	0	0	1
01100	Fraud	0	0	1	1	0	1	1	4
02000	Off Agnst Fam & Chld	0	1	0	0	0	0	0	1
02415	Domestic Violence	0	0	1	0	0	0	0	1
02430	Loud Noise	0	0	0	0	0	1	0	1
02660	Harass/threat	0	1	0	0	0	0	0	1
02671	Dog At Large	0	0	2	1	0	0	1	4
02700	Susp Pers/veh/inc	0	0	0	0	0	0	2	2
03000	Community Policing	0	0	0	1	0	4	0	5
03010	Assist Other Agency	0	0	0	2	1	2	0	5
03020	Bar Check	0	0	0	0	1	0	0	1
03050	Escort	4	2	0	9	0	7	6	28
03055	Remove A Party	0	1	0	0	0	0	0	1
03070	Keep The Peace	0	2	1	1	0	2	0	6
03100	Welfare Check	0	1	1	0	0	1	0	3
03120	Extra Patrol	9	4	5	0	2	5	2	27
03540	Traffic Accident	0	0	0	2	0	0	0	2
03600	Driving Complaint	0	1	0	0	0	1	0	2
03610	Parking Complaint	0	0	0	0	0	0	2	2
03640	Animal Control	0	0	0	0	1	0	1	2
03644	Vicious Dog	0	0	1	0	0	0	0	1
03670	Animal Bite	0	0	0	1	0	0	0	1
03710	Vehicle Impound Release	0	0	1	0	0	0	0	1
03730	Lost/found	0	0	0	0	1	0	0	1
03750	Meet Party	0	1	0	0	0	0	0	1
03770	Return Phone Call	0	1	0	2	0	1	0	4
04000	Alarm	1	0	0	0	1	0	0	2
05007	Restraining Order Violati	0	0	2	0	0	0	0	2
07520	Motorist Assist	0	0	0	1	0	0	0	1
07530	Traffic Contact	1	0	11	22	8	7	2	51
07580	Vehicle Inspection	0	0	0	0	1	0	0	1
09001	911-Welfare Check	2	0	2	2	3	2	0	11
09002	911-Non-emergency	0	0	1	0	0	0	0	1
09007	Animal Welfare Check	1	0	0	0	0	0	0	1
09900	Follow Up/Investigation	2	3	4	1	5	3	6	24
09902	Civil Issues	0	0	1	0	0	0	0	1
09912	Refuse	1	0	0	0	0	0	0	1
REPO	Reposseion	0	0	1	0	0	0	0	1
S2T	Safe2Tell	0	1	0	0	0	0	0	1
SEO	Select Enforce Off Init	1	2	10	6	8	5	0	32
Wiggins Police Dept. Agency Total		22	21	46	52	32	42	23	238
Total		22	21	46	52	32	42	23	238

TOWN OF WIGGINS - BILLS PAID

JANUARY 2026

Vendor Name	Description	Amount Paid
ADAMSON POLICE PRODUCTS	Ammunition	\$2,250.00
AMERICAN WEST LAND SURVEYING CO	Sewer Re-route 3rd/Chapman	\$1,350.00
BEAU WARDEN	Travel Reimbursement	\$334.96
BLOEDORN LUMBER	Roof Edge/Picture Boards	\$314.39
BLUE LIGHTNING	Phones/Internet	\$207.10
BMO HARRIS	Quarterly Interest Payment	\$48,739.23
BMO HARRIS	Quarterly Sinking Fund Payment	\$72,265.50
BMO HARRIS N.A. -	Zoom Subscription/Express Tolls	\$638.63
BTE CONCRETE CONSTRUCTION INC.	Excavate Backfill	\$35,228.00
CASELLE, INC	Software & Support	\$4,992.00
CHS HIGH PLAINS	Leak Check; Propane	\$25.07
CIRSA	WC/Cyber Coverage/Liability Ins	\$34,496.53
CITY OF FORT MORGAN UTILITIES	GLASSEY PUMP #89 (E)	\$9.77
COLORADO ANALYTICAL LABORATORY	Water Testing	\$2,735.40
CORE & MAIN	Old Well/Water Main/PVC/O Rings/Curb Stop	\$2,991.14
COUNTRY HARDWARE	Barn/Christmas/Water Truck/Sewer Plant	\$2,687.31
DAHL OF FORT MORGAN	PLAS Pipe/Pavilion Heater	\$752.17
DARIN NEB EXCAVATING, LLC	Water Line	\$4,400.00
FORT MORGAN ACE HARDWARE	Christmas	\$159.80
FORTRESS DEVELOPMENT SOLUTION, LLC	Dumpster Service	\$450.00
FRANZEN, CHRIS	Trustee Appreciation Reimbursement	\$500.00
GARRETSON'S SPORT CENTER	Basketballs	\$539.65
GERTGE TECHNOLOGY, LLC	PC/Laptop/IT & Phone Support	\$3,136.52
GREAT COPIER SERVICE	Copier Lease	\$222.21
HAHN REINDEER FARM	Reindeer for Christmas	\$750.00
HARBOR FREIGHT TOOLS	Wood Dolly/Electric Utility	\$85.97
HARMAN, STEPHANIE	CIS/NIBRS	\$105.00
HAYES POZNANOVIC KORVER, LLC	Attorney's fees	\$855.00
HE LLC	Move Christmas Buildings/Fill Hole	\$320.00
HIGH COUNTRY PIPE & UTILITY	Sewer Line Cleaning	\$5,287.68
JARVIS	Monthly Subscription	\$175.00
JESS BACKHOE SERVICE LLC	Contract Services	\$1,375.00
JONES IRRIGATION SERVICE	Roadway Box/Culvert/Grading/Pond	\$30,261.88
KAMMERER, WILLIAM M.	Water Shares Lease/Purch Paymt	\$3,510.42
KELLY, PC	Legal Fees	\$4,342.50
KING LEE TECHNOLOGIES	RO Plant	\$3,096.41
KORY KLEMMETSEN	Reimburse Uniforms	\$400.00
LEXIPOL,LLC	PD Manuals, Training Bulletins	\$3,093.33
LRE WATER	Engineering Services	\$2,540.25
MAGUIRE IRON INC	ROV Inspection	\$6,000.00
MILLER & ASSOCIATES	Engineering Services	\$8,640.00
MILLER, CRAIG	Reimburse Christmas Expense	\$95.50
MORGAN COUNTY REA	Street Lights	\$22,130.84

TOWN OF WIGGINS - BILLS PAID

JANUARY 2026

MORGAN COUNTY ROAD & BRIDGE DEPT	Culvert	\$5,417.82
OUT EAST CONTRACTING, LLC	Recycled Asphalt	\$4,400.00
PRairie MOUNTAIN MEDIA	Publications	\$30.87
PROFESSIONAL MANAGEMENT SOLUTIONS	Accountant Fees	\$6,263.75
RH WATER & WASTEWATER, INC.	Service Rate/Wet Test	\$2,890.00
RWT EXCAVATING & DEMOLITION, L	Crushed Asphalt	\$6,749.50
SAFEUILT LOCHBOX #88135, LLC	Residential Plan Reviews	\$261.66
SINGLEPOINT LLC	Copier Lease	\$203.19
STATE OF CO DEPT OF HEALTH AND ENVIRON	Modification Fee for Permit	\$785.00
STUB'S LLC	PD/PW Fuel	\$650.83
TEST GAUGE INC	Backflow Recert	\$315.00
TNT SEAMLESS GUTTERS, LLC	Gutter Replacement	\$2,064.00
TREATMENT TECHNOLOGY	Sodium Hypochlorite Solution	\$2,706.00
UMB	x2/Uniforms/Jerseys/Supplies	\$8,798.09
UNCC	Re-Notifications	\$12.40
VIAERO WIRELESS	Cell Phones/Tablets	\$518.37
WELDON VALLEY DITCH COMPANY	Assessments	\$219.00
WEX FLEET UNIVERSAL	PD/PW Gas	\$1,190.12
WICKHAM TRACTOR COMPANY	Kubota Tractor	\$176.02
WIGGINS ELECTRIC INC.	Deposit MCR U Services	\$875.50
WIGGINS FARM AND AUTO SUPPLY	Sewer Plant/Sand Truck/Bucket Truck/Plows	\$990.78
WIGGINS SUPER'S 1846	Christmas/USB	\$417.72
WINDSOR PARKS, RECREATION & CULTURE	Soccer Registrations	\$1,430.00
WOLF WASTE, LLC	x2 Trash Service	\$784.00
XCEL ENERGY	Utilities/Pavilion/Booster Station	\$18,447.89

Approved By: 

Date: 01/27/2026

Total: \$379,262.67

TOWN OF WIGGINS
COMBINED CASH INVESTMENT
JANUARY 31, 2026

COMBINED CASH ACCOUNTS

01-10210	HIGH PLAINS-MAIN CHECKING	(	110,850.92)
01-10211	XPRESS DEPOSIT ACCOUNT		37,350.73
01-10750	UTILITY CASH CLEARING ACCOUNT	(102,530.47)
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TOTAL COMBINED CASH		(176,030.66)
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TOTAL UNALLOCATED CASH		(176,030.66)
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CASH ALLOCATION RECONCILIATION

TOTAL ALLOCATIONS TO OTHER FUNDS	.00
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ZERO PROOF IF ALLOCATIONS BALANCE	.00
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TOWN OF WIGGINS
BALANCE SHEET
JANUARY 31, 2026

GENERAL FUND

LIABILITIES AND EQUITY

LIABILITIES

10-20200 ACCOUNTS PAYABLE (24,790.61)

TOTAL LIABILITIES (24,790.61)

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

REVENUE OVER EXPENDITURES - YTD 8,277.29

BALANCE - CURRENT DATE 8,277.29

TOTAL FUND EQUITY 8,277.29

TOTAL LIABILITIES AND EQUITY (16,513.32)

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUES						
10-30004	GENERAL MISCELLANEOUS	102.00	102.00	.00 (	102.00)	.0
10-31300	1% TOWN SALES TAX	27,690.38	27,690.38	.00 (	27,690.38)	.0
10-31301	USE TAX	300.00	300.00	.00 (	300.00)	.0
10-31420	CIGARETTE TAX	106.33	106.33	.00 (	106.33)	.0
10-31821	FRANCHISE FEE-XCEL ENERGY	1,064.35	1,064.35	.00 (	1,064.35)	.0
10-31823	FRANCHISE FEE--BLUE LIGHTNING	660.00	660.00	.00 (	660.00)	.0
10-32210	BUILDING PERMITS	740.55	740.55	.00 (	740.55)	.0
10-33430	MISCELLANEOUS FEES	39.00	39.00	.00 (	39.00)	.0
10-34210	SPECIAL POLICE SERVICES	25.00	25.00	.00 (	25.00)	.0
10-34215	VIN INSPECTIONS	85.00	85.00	.00 (	85.00)	.0
10-34285	BASKETBALL REG FEES	65.00	65.00	.00 (	65.00)	.0
10-35110	COURT FINES-MUNICIPAL	1,565.00	1,565.00	.00 (	1,565.00)	.0
10-36000	OTHER MISCELLANEOUS REVENUE	1,073.58	1,073.58	.00 (	1,073.58)	.0
10-36010	DOG LICENSES/CLINIC	35.00	35.00	.00 (	35.00)	.0
10-36011	BUSINESS LICENSES	250.00	250.00	.00 (	250.00)	.0
10-36012	CONTRACTOR LICENSES	100.00	100.00	.00 (	100.00)	.0
10-36420	REFUNDS	7,233.52	7,233.52	.00 (7,233.52)	.0
10-36505	TEETS PARK PAVILION FEES & DEP	350.00	350.00	.00 (350.00)	.0
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TOTAL FUND REVENUE		41,484.71	41,484.71	.00 (41,484.71)	.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
GENERAL GOVERNMENTAL					
10-410-35 COPIER LEASE	63.11	63.11	.00	(63.11)	.0
10-410-41 TELEPHONE & INTERNET	107.78	107.78	.00	(107.78)	.0
10-410-48 TRASH	135.00	135.00	.00	(135.00)	.0
10-410-52 INSURANCE & BONDS	12,763.71	12,763.71	.00	(12,763.71)	.0
10-410-70 IT SUPPORT	1,273.99	1,273.99	.00	(1,273.99)	.0
10-410-90 DUES & SUBSCRIPTIONS	175.00	175.00	.00	(175.00)	.0
TOTAL GENERAL GOVERNMENTAL	14,518.59	14,518.59	.00	(14,518.59)	.0
MAYOR & LEGISLATIVE BOARDS					
10-413-70 IT SUPPORT	13.57	13.57	.00	(13.57)	.0
TOTAL MAYOR & LEGISLATIVE BOARDS	13.57	13.57	.00	(13.57)	.0
PLANNING & ZONING					
10-418-41 TELEPHONE & INTERNET	12.45	12.45	.00	(12.45)	.0
10-418-70 IT SUPPORT	54.28	54.28	.00	(54.28)	.0
TOTAL PLANNING & ZONING	66.73	66.73	.00	(66.73)	.0
POLICE DEPARTMENT					
10-421-41 TELEPHONE & INTERNET	18.68	18.68	.00	(18.68)	.0
10-421-52 INSURANCE & BONDS	8,624.13	8,624.13	.00	(8,624.13)	.0
10-421-70 IT SUPPORT	94.99	94.99	.00	(94.99)	.0
10-421-73 LEXIPOLE	3,093.33	3,093.33	.00	(3,093.33)	.0
TOTAL POLICE DEPARTMENT	11,831.13	11,831.13	.00	(11,831.13)	.0
PUBLIC WORKS & STREETS DEPT					
10-431-47 TELEPHONE & INTERNET	12.45	12.45	.00	(12.45)	.0
10-431-48 TRASH	111.00	111.00	.00	(111.00)	.0
10-431-52 INSURANCE - PW	6,209.37	6,209.37	.00	(6,209.37)	.0
10-431-70 IT SUPPORT	94.99	94.99	.00	(94.99)	.0
TOTAL PUBLIC WORKS & STREETS DEPT	6,427.81	6,427.81	.00	(6,427.81)	.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
PARK & RECREATION					
10-451-39 TELEPHONE & INTERNET	12.45	12.45	.00	(12.45)	.0
10-451-48 TRASH	135.00	135.00	.00	(135.00)	.0
10-451-62 PARKS & RECREATION PROGRAMS	175.00	175.00	.00	(175.00)	.0
10-451-70 IT SUPPORT	27.14	27.14	.00	(27.14)	.0
TOTAL PARK & RECREATION	349.59	349.59	.00	(349.59)	.0
TOTAL FUND EXPENDITURES	33,207.42	33,207.42	.00	(33,207.42)	.0
NET REVENUE OVER EXPENDITURES	8,277.29	8,277.29	.00	(8,277.29)	.0

TOWN OF WIGGINS
BALANCE SHEET
JANUARY 31, 2026

WATER ENTERPRISE

LIABILITIES AND EQUITY

LIABILITIES

20-20200	ACCOUNTS PAYABLE	(	84,048.77)
20-22900	CUSTOMER DEPOSIT LIABILITY		1,150.00
TOTAL LIABILITIES			(82,898.77)

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

REVENUE OVER EXPENDITURES - YTD	(	14,023.27)
BALANCE - CURRENT DATE	(	14,023.27)
TOTAL FUND EQUITY	(	14,023.27)
TOTAL LIABILITIES AND EQUITY	(	96,922.04)

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUES					
20-34002 BULK WATER SALES	350.00	350.00	.00	(350.00)	.0
20-36001 RENTAL INCOME	599.00	599.00	.00	(599.00)	.0
 TOTAL FUND REVENUE	 949.00	 949.00	 .00	 (949.00)	 .0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
OPERATIONS					
20-432-00 LINE MAINTENANCE	10,641.79	10,641.79	.00	(10,641.79)	.0
20-432-35 COPIER LEASE	31.56	31.56	.00	(31.56)	.0
20-432-40 TELEPHONE & INTERNET	93.24	93.24	.00	(93.24)	.0
20-432-48 TRASH	25.00	25.00	.00	(25.00)	.0
20-432-52 INSURANCE AND BONDS	3,449.66	3,449.66	.00	(3,449.66)	.0
20-432-70 IT SUPPORT	731.02	731.02	.00	(731.02)	.0
TOTAL OPERATIONS	14,972.27	14,972.27	.00	(14,972.27)	.0
TOTAL FUND EXPENDITURES	14,972.27	14,972.27	.00	(14,972.27)	.0
NET REVENUE OVER EXPENDITURES	(14,023.27)	(14,023.27)	.00	14,023.27	.0

TOWN OF WIGGINS
BALANCE SHEET
JANUARY 31, 2026

SEWER ENTERPRISE

LIABILITIES AND EQUITY

LIABILITIES

30-20200 ACCOUNTS PAYABLE (55,885.78)

TOTAL LIABILITIES (55,885.78)

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

REVENUE OVER EXPENDITURES - YTD (4,286.80)

BALANCE - CURRENT DATE (4,286.80)

TOTAL FUND EQUITY (4,286.80)

TOTAL LIABILITIES AND EQUITY (60,172.58)

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

SEWER ENTERPRISE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
PROFESSIONAL SERVICES						
30-410-35	COPIER LEASE	31.55	31.55	.00	(31.55)	.0
	TOTAL PROFESSIONAL SERVICES	31.55	31.55	.00	(31.55)	.0
SEWER ADMINISTRATION						
30-411-70	IT SUPPORT	731.02	731.02	.00	(731.02)	.0
	TOTAL SEWER ADMINISTRATION	731.02	731.02	.00	(731.02)	.0
OPERATIONS						
30-432-42	TELEPHONE/INTERNET	74.57	74.57	.00	(74.57)	.0
30-432-52	INSURANCE AND BONDS	3,449.66	3,449.66	.00	(3,449.66)	.0
	TOTAL OPERATIONS	3,524.23	3,524.23	.00	(3,524.23)	.0
	TOTAL FUND EXPENDITURES	4,286.80	4,286.80	.00	(4,286.80)	.0
	NET REVENUE OVER EXPENDITURES	(4,286.80)	(4,286.80)	.00	4,286.80	.0

TOWN OF WIGGINS
BALANCE SHEET
JANUARY 31, 2026

SALES TAX CAPITAL IMPROVEMENT

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

REVENUE OVER EXPENDITURES - YTD 18,942.72

BALANCE - CURRENT DATE 18,942.72

TOTAL FUND EQUITY 18,942.72

TOTAL LIABILITIES AND EQUITY 18,942.72

TOWN OF WIGGINS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2026

SALES TAX CAPITAL IMPROVEMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUES					
40-31300 1% TOWN SALES TAX	27,690.38	27,690.38	.00	(27,690.38)	.0
TOTAL FUND REVENUE	27,690.38	27,690.38	.00	(27,690.38)	.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

SALES TAX CAPITAL IMPROVEMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
CAPITAL PROJECTS					
40-430-85 CAPITAL OUTLAY	8,747.66	8,747.66	.00	(8,747.66)	.0
TOTAL CAPITAL PROJECTS	8,747.66	8,747.66	.00	(8,747.66)	.0
TOTAL FUND EXPENDITURES	8,747.66	8,747.66	.00	(8,747.66)	.0
NET REVENUE OVER EXPENDITURES	18,942.72	18,942.72	.00	(18,942.72)	.0

TOWN OF WIGGINS
BALANCE SHEET
JANUARY 31, 2026

SALES TAX STREETS

LIABILITIES AND EQUITY

LIABILITIES

45-20200 ACCOUNTS PAYABLE (40,645.82)

TOTAL LIABILITIES (40,645.82)

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

REVENUE OVER EXPENDITURES - YTD 19,465.88

BALANCE - CURRENT DATE 19,465.88

TOTAL FUND EQUITY 19,465.88

TOTAL LIABILITIES AND EQUITY (21,179.94)

TOWN OF WIGGINS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2026

SALES TAX STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUES					
45-31300 1% TOWN SALES TAX (2022)	27,690.38	27,690.38	.00	(27,690.38)	.0
TOTAL FUND REVENUE	27,690.38	27,690.38	.00	(27,690.38)	.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2026

SALES TAX STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
DEPARTMENT 431					
45-431-22 REPAIRS & MAINTENANCE-STREETS	6,749.50	6,749.50	.00	(6,749.50)	.0
45-431-24 SNOW REMOVAL	1,475.00	1,475.00	.00	(1,475.00)	.0
TOTAL DEPARTMENT 431	8,224.50	8,224.50	.00	(8,224.50)	.0
TOTAL FUND EXPENDITURES	8,224.50	8,224.50	.00	(8,224.50)	.0
NET REVENUE OVER EXPENDITURES	19,465.88	19,465.88	.00	(19,465.88)	.0

TOWN OF WIGGINS
BALANCE SHEET
JANUARY 31, 2026

CONSERVATION TRUST

LIABILITIES AND EQUITY

LIABILITIES

50-20200	ACCOUNTS PAYABLE	(	185.50)
	TOTAL LIABILITIES	(	185.50)
	TOTAL LIABILITIES AND EQUITY	(	185.50)



STAFF SUMMARY

Board of Trustees Special Meeting January 28, 2026

Date: January 27, 2026

ADGENDA ITEM NUMBER: 5

TOPIC: Consideration of Resolution 1-2026- 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 2026

Responsible Staff Member: Nichole Seiber, Town Clerk/Treasurer

BACKGROUND

The Town is required to designate the public place or places for posting of notices of the Board's public meetings.

SUMMARY

The Town of Wiggins sets the meetings to occur on the second and fourth Wednesday of each month. 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 regular Board meeting. The meeting dates may be adjusted and/or postponed by the Board due to scheduling conflicts such as holidays or as necessary. The board may determine that work session items and/or regular Board business may occur on each meeting date as needed.

FISCAL IMPACT

Adoption of this resolution will not negatively impact the adopted 2026 budget. The continued lease benefits the Town financially as we currently do not have the equipment to do such.

APPLICABILITY TO TOWN OBJECTS AND GOALS TO PROVIDE SERVICES

Continued maintenance of property supports the Towns goal to be good stewards of our resources.

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 No. 1-2026 – 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 2026.

ACTION REQUESTED

MOTION, SECOND, ROLL-CALL VOTE

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

TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 01 -2026

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 2026

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 regular 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 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 2026, the Board of Trustees shall meet on the second Wednesday for a work session and the fourth Wednesday of the month for its regular meeting as follows:

<u>Work Session</u>	<u>Regular Meeting</u>
January 14, 2026	January 28, 2026
February 11, 2026	February 25, 2026
March 11, 2026	March 25, 2026
April 8, 2026	April 22, 2026
May 13, 2026	May 27, 2026
June 10, 2026	June 24, 2026
July 8, 2026	July 22, 2026
August 12, 2026	August 26, 2026
September 9, 2026	September 23, 2026
October 14, 2026	October 28, 2026
November 11, 2026	November 25, 2026
December 9, 2026	December 23, 2026

Section 3: Meeting dates may be adjusted by a week due to 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 28th DAY OF JANUARY, 2026.

TOWN OF WIGGINS, COLORADO

Christopher Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk



STAFF SUMMARY

Board of Trustees Meeting

January 28, 2026

DATE: January 27, 2026

AGENDA ITEM NUMBER: 6

TOPIC: Consideration of Resolution No. 02-2026 - A Resolution Authorizing the Mayor and Town Manager to Sign the 2025 Year End Audit Engagement Letter

STAFF MEMBERS RESPONSIBLE: Nichole Seiber, Town Clerk/Treasurer

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 audits for the Town of Wiggins for several years since 2021. Town staff interfaced well with PBS and was impressed with their work in previous years. The Town Board has been impressed with their professionalism, thoroughness and the product that was produced in both of those years.

Prospective Business Solutions, LLC has prepared the attached required engagement letter for performing the audit of the Town's 2023 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, 2026.

FISCAL IMPACT

Adoption of this resolution will not significantly impact the adopted 2026 budget as the 2025-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 02-2026 – A Resolution Approving and Authorizing the Mayor and Town Manager to Sign the Engagement Letter for the 2025 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)

January 8, 2026

Honorable Mayor and Members of the Board of Trustees
Town of Wiggins
Wiggins Colorado

We are pleased to confirm our understanding of the services we are to provide the Town of Wiggins (the "Town") for the year ended December 31, 2025.

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, 2025. 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 FPPA Net Pension Liability
- 4) Schedule of the Town's Contributions to the FPPA Statewide Defined Benefit Pension Plan

We have also been engaged to report on supplementary information other than RSI that accompanies 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
- 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 direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

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 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. 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. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

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 **\$16,400**. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. **50%** of the audit fees will be invoiced after completion of fieldwork and are payable on presentation. The remaining audit fees will be invoiced upon issuance of the audit report.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

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 Town's Board of Trustees. 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.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

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: _____

TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 02-2026

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND TOWN MANAGER TO SIGN THE ENGAGEMENT LETTER FOR THE 2025 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, 31st 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 for the Town of Wiggins for several years since 2021; 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 28th DAY OF JANUARY, 2026.

TOWN OF WIGGINS, COLORADO

Christopher Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk



PLANNING AND ZONING DEPARTMENT
304 E. CENTRAL AVENUE, WIGGINS, CO 80654 970-483-6161
diana.evans@wigginsco.gov townofwiggins.colorado.gov

STAFF SUMMARY

BOARD OF TRUSTEES
January 28, 2026

DATE: January 27, 2026

TOPIC: State of Colorado Local Planning Capacity Grant

FROM: Diana Evans, Planning & Zoning Administrator

BACKGROUND:

In September 2025 I requested the Board approve application to the State of Colorado for the Local Planning Capacity Grant.

SUMMARY:

The State of Colorado approved the application submitted, awarding our requested \$19,500.00 to update of the Town's Land Development Code.

Staff are now requesting Board approval to for an Intergovernmental Grant Agreement to proceed with the project.

FISCAL IMPACT:

Adoption of this resolution allows the Town to use State funds for our LDC project, saving the town \$19,500 and will not negatively affect the 2026 budget.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

Adoption of this resolution will continue our commitment to providing affordable housing in our community.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

- The Board of Trustees may approve the resolution staff has provided for their consideration.
- The Board of Trustees may disapprove of the resolution and direct the Town Attorney to prepare a resolution of disapproval for consideration at the Board's next meeting.

MOTION FOR APPROVAL

I make a motion to adopt Resolution No. 03-2026 – A Resolution Approving a State of Colorado Intergovernmental Grant Agreement for a Local Planning Capacity Grant.

ACTION REQUESTED

Motion, Second, Roll-Call, Vote

State of Colorado Intergovernmental Grant Agreement

Summary of Terms and Conditions

State Agency	Performance Start Date
DEPARTMENT OF LOCAL AFFAIRS (DOLA)	The later of the Effective Date or December 01, 2025
Grantee	Grant Expiration Date
Town of Wiggins	May 31, 2027
Project Number and Name	DOLA Program Manager
LPC-25-084 - Wiggins Land Use Code Update	Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us)
DLG Portal Number	DOLA Program Assistant
LPC-25-084	<u>Jessica Rupe, (720) 557-4902,</u> (jessica.rupe@state.co.us)
CMS Number	Program Name
202780	Local Planning Capacity Grant Program (LPC)
Grant Award Amount	Agreement Authority
\$19,500.00	Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. Section 29-32-103(1) et. seq. (Affordable Housing Support Fund) and a sufficient unencumbered balance hereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.
Retainage Amount	
\$975.00	
Funding Account Codes	
CTGG1 202600002898	
Phase Code	
LP2616	
VCUST#	
VC00000000013288	
Address Code	
CN002, EFT	

Grant Purpose/Project Description

The Project consists of updating the Town's land development code and efforts to generally advance affordable housing goals in Wiggins, Colorado.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit B, Scope of Project
2. Exhibit G, Sample Option Letter

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §18 of the main body of this Agreement
2. Any properly executed Option Letter or Amendment
3. The provisions of the other sections of the main body of this Agreement
4. Exhibit B, Scope of Project

Signature Page

The Signatories Listed Below Authorize this Grant

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF LOCAL AFFAIRS

DEPARTMENT OF LOCAL AFFAIRS

PROGRAM REVIEWER

Maria De Cambra, Executive Director

Signed by:

Maurid Miskell

590E1B45E7884A4...

By: Maria De Cambra, Executive Director

Signed by:

Robyn DiFalco

8E76B6B1F00D49E...

By: Robyn DiFalco, LPC Program Manager

Date: 12/8/2025 | 8:14 AM MST

Date: 12/5/2025 | 9:18 AM MST

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

DocuSigned by:

DFA94368247F476...

By: Kelly Bearden, Controller Delegate
Department of Local Affairs

Effective Date 12/9/2025 | 10:01 AM MST

1. Grant

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “State”) hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “Grantee”) an award of Grant Funds in the amounts shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. Term

A. Initial Grant Term and Extension

The Parties’ respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse

Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

3. Definitions

The following terms shall be construed and interpreted as follows:

- A. **“Agreement”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. *Reserved.*
- C. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **“Budget”** means the budget for the Work described in **Exhibit B**.
- E. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- F. *Reserved.*
- G. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- H. *Reserved.*
- I. **“Grant” or “Grant Agreement” or “Intergovernmental Grant Agreement”** means this agreement which offers Grant Funds to Grantee, including all attached Exhibits, all

documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

J. **“Grant Funds” or “Grant Award Amount”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.

K. **“Grant Expiration Date”** means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

L. **“Effective Date” or “Performance Start Date”** means the Performance Start Date shown on the first page of this Intergovernmental Grant Agreement. Work performed prior to the Effective Date is not eligible for reimbursement from Grant Funds.

M. **“Exhibits”** means the exhibits and attachments included with this Grant as shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

N. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an Amendment, or an Option Letter.

O. **Reserved.**

P. **Reserved.**

Q. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

R. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

S. **“Initial Term”** means the time period between the initial Performance Start Date and the initial Grant Expiration Date.

T. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.

U. **Reserved.**

V. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of

birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

- W. *Reserved.*
- X. *Reserved.*
- Y. "**Services**" means the services to be performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- Z. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- AA. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD. *Reserved.*
- EE. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

FF. *Reserved.*

GG. *Reserved.*

HH. *Reserved.*

II. “**Work**” means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

JJ. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Intergovernmental Grant Agreement. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Performance Start Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

B. *Reserved.*

C. Matching Funds

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Budget by providing Grantee with an executed Option Letter or formal amendment. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out and Deobligation of Grant Funds.

Grantee shall close out this Grant within 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee’s final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. Any Grant Funds remaining after submission and payment of Grantee’s final reimbursement request are subject to deobligation by the State.

F. Erroneous Payments.

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

6. Reporting - Notification

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close-out period described in **§5.E.**

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall comply with all State and federal audit requirements. Grantee shall provide copies of audits to the State upon request.

8. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure

agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Grantee, including, but

not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit E** on an annual basis. Grantee's duty and obligation to certify as set forth in **Exhibit E** shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. Breach of Agreement

In the event of a breach of Agreement, the aggrieved Party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the

remedies as described in §12 for that party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

In addition to any remedies available under any Exhibit to this Grant Agreement, if Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

I. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any term or condition of this Award, then the State may, in its discretion, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

The State may also terminate this Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee

shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B.**

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

II. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs

in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such work for the State and Grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. Dispute Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in

writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §14.

15. Rights in Work Product and Other Information

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

17. General Provisions

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

B. Captions and References

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

C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. *Reserved.*
- ii. Grantee shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.
- iii. The State may require Grantee's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall

promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

L. *Reserved*

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. **Statutory Approval. §24-30-202(1) C.R.S.**

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Intergovernmental Grant Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **Fund Availability. §24-30-202(5.5) C.R.S.**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **Governmental Immunity.**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. **Independent Contractor.**

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Intergovernmental Grant Agreement.

Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. **Compliance with Law.**

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. **Choice of Law, Jurisdiction, and Venue.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. **Prohibited Terms.**

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void *ab initio*. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. **Software Piracy Prohibition.**

State or other public funds payable under this Grantee shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grantee, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **Employee Financial Interest/Conflict of Interest.** §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

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EXHIBIT B - SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Local Planning Capacity. The purpose of the Local Planning Capacity (LPC) grant program is to provide funding to local governments to increase the capacity of their planning departments responsible for processing land use, permitting, and zoning applications for housing projects. “Fast Track” or expedited review of affordable housing projects is a top priority to increase the number of units built. Grant Funds may be used to support new staff wages, hiring consultants, implementing new systems and technologies, revising land use development codes, regional collaborations, and tracking, documentation of Prop 123 goals, and other planning efforts that generally advance affordable housing goals.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of updating the Town’s land development code and efforts to generally advance affordable housing goals in Wiggins, Colorado.

2.2. Work Description. The Town of Wiggins (Grantee) will engage a previously hired consultant to implement goals and actions from the recently adopted Comprehensive Plan including updating the Land Development Code (LDC). The Project includes efforts to incentivize or remove unintended barriers to the development of affordable and workforce housing and supports the Town’s Proposition 123 goals.

Grantee may conduct targeted stakeholder engagement activities, as applicable. Grantee will complete quarterly performance metric reporting in a form provided by DOLA.

Additionally, at Project Closeout, a Final Informal Memo will be submitted that identifies the following: 1) description of the Grantee’s approach to achieving Proposition 123 goals; 2) the outcome of that effort, including whether new policies were formally adopted and an assessment of how effectively this approach has been at reducing the amount of time required for review; 3) any other project outcomes that impacted the Grantee’s housing-related goals; 4) description of community engagement efforts; 5) the number of affordable housing units that were either permitted or preserved during the grant period; 6) the degree to which this grant has had a transformative impact on Grantee’s affordable housing efforts; and 7) any lessons learned. Grantee will own all resulting documents.

2.2.1. A contract for consultant services has already been awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

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2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: consultant fees, RFP/bid advertisements, attorney's fees, and Direct Costs.

2.5.1. Direct costs are those that are identified as program-specific allowable costs of implementing the grant program objective.

2.5.2. Ineligible Expenses. Ineligible expenses shall include, but are not limited to: job posting or recruitment costs, indirect overhead or general operating costs, housing construction, pre-development costs, lobbying, food, drink, or entertainment costs. Grant Funds may not be used to cover legal costs to defend.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. "Consultant Services" means consultant fees, RFP/bid advertisements, and attorney's fees.

3.2. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is completion of the land development code updates, submission of any related reports or work product funded by this Grant, documentation from stakeholder engagement outcomes, and other efforts to achieve Proposition 123 goals in Wiggins, Colorado. In addition, a Final Informal Memo will be submitted to DOLA as a Final Report.

4.2. Service Area. The performance of the Work described within this Grant shall be located in the Town of Wiggins, Colorado.

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4.3. Performance Measures. Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Begin procurement process or Contractor mobilization.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Provide DOLA with a copy of Grantee's Consultant Agreement or its Scope of Work.	Within 14 days after the Effective Date of the subcontract(s).
Submit draft policy documents to DOLA for courtesy review.	Within 30 days prior to a scheduled public hearing.
Submit documentation of new policy adoption.	Within 30 days after formal adoption.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Reports	See §4.5.2 below
Submit Project Final Report	August 29, 2027

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (Exhibit G).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in §6.2, or move Other Funds between and among budget lines, so long as the total amount of such "Other Funds" is not less than the amount set forth in §6.2 below. Grantee may increase the Total Project Cost with "Other Funds" and such change does not require an amendment or option letter. DOLA will verify the Grantee's contribution of "Other Funds" and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description

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and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
4 th (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1 st (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2 nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3 rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4 th (Oct-Dec)	2026	January 30, 2027	Yes	Yes
1 st (Jan-Mar)	2027	April 30, 2027	Yes	Yes
2 nd (Apr-Jun)	2027	JULY 15, 2027*	Yes	Yes

***State fiscal year runs July 1 - June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

4.6.DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1.Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of Craig Miller, Town Manager, (craig.miller@wigginsco.gov), who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this **§5**. Such administrator shall be updated through the process in **§5.3**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

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5.2. Other Key Personnel. Nichole Seiber, Town Clerk, (clerk@wigginsco.gov). Such key personnel shall be updated through the process in **§5.3**.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in **§5** of this Exhibit B cease to serve. All notices sent under this subsection shall be sent in accordance with **§14** of the Grant.

5.4. DLG Program Manager: Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us).

5.5. DLG Program Assistant: Jessica Rupe, (720) 557-4902, (jessica.rupe@state.co.us).

6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of **§6.2**, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide at least 50% of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee’s contribution are noted in the “Other Funds” column of **§6.2** below. Increases to Grantee’s contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or Exhibit B.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Consultant Services	\$39,000	\$19,500	\$19,500	Grantee
	Total	\$39,000	\$19,500	\$19,500	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in **§5** of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

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Payment	Amount	
Interim Payment(s)	\$18,525	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$975	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$19,500	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with **§4.5** of this Exhibit B.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

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- 8.3.1. Bid Bond.** A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- 8.3.2. Performance Bond.** A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- 8.3.3. Payment Bond.** A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.
- 8.3.4. Substitution.** The bonding requirements in this **§8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

- 9.1. Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.
- 9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee’s specifications.
- 9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.
- 9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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STATE OF COLORADO CONTRACT MODIFICATION

OPTION LETTER #Insert # Here

SIGNATURE AND COVER PAGE

State Agency

Department of Local Affairs (DOLA)

Grantee

Insert Grantee's Full Legal Name

Project Number and Name

Insert DOLA's project number and name

Option Letter CMS Number

Insert CMS number for this Amendment

Previous CMS #(s)

Insert CMS number for orig Agreement, and any prior chg docs

Program Name

Local Planning Capacity Grant Program
(Acctg Dropdown LPC)

Funding Account Codes

Enter CTGG1 number

Phase Code

Acctg enters Phase Code

DLG Portal Number

Insert DLG Portal number for this Project

Current Grant Agreement Expiration Date

Month Day, Year

Prior Grant Agreement Expiration Date

Month Day, Year

Grant Amount

Initial Award: \$0.00

Option Letter # and date effective/spendable:
\$0.00

Option Letter # and date effective/spendable:
\$0.00

Total Grant Amount: \$0.00

DOLA Program Manager

Robyn DiFalco, (720) 682-5202,
robyn.difalco@state.co.us

DOLA Program Assistant

Jessica Rupe, (720) 557-4902,
jessica.rupe@state.co.us

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STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Local Affairs

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Maria De Cambra, Executive Director

Date: _____

By: Beulah Messick, DOLA Controller Delegate

Effective Date: _____

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

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1. **OPTIONS.** Choose all applicable options listed in §1 and in §2:

- A. Option to extend (use this option for Extension of Time)
- B. Change in the Grant Award Amount within the current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)
- C. Budget Line Adjustment(s) reallocation of awarded Grant Funds to Budget Line(s) (use this Option to redistribute existing Grant Funds between budget lines)

2. **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

- A. **For use with Option 1(A):** In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3 and 4.5.2** of **Exhibit B** are deleted and replaced with the following:

<u>Milestone/Performance Measure:</u>	<u>By:</u>
Provide DOLA with baseline data on estimated review time for affordable housing projects. DOLA will provide the template.	Within 30 days after the Effective Date of this Intergovernmental Grant Agreement.
Begin procurement process or Contractor mobilization.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Provide DOLA with a copy of Grantee's Consultant Agreement or its Scope of Work.	Within 14 days after the Effective Date of the subcontract(s).
Begin Work.	Within __ days after the Effective Date of the subcontract(s).
Documentation of efforts to explore, adopt, and/or implement	Within 30 days after the Policy adoption.

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policies to expedite review of affordable housing.	
Submit draft of expedited review policy language to DOLA for courtesy review.	30 days prior to a scheduled public hearing.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

Quarter	Year	Due Date	Pay Request	Status Report
2 nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3 rd (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4 th (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1 st (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2 nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3 rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4 th (Oct-Dec)	2026	January 30, 2027	Yes	Yes

B. For use with Option 1(B): In accordance with Section 5(A)(i) of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Grantee's Name, the State hereby exercises its option to increase/decrease Grant Funds awarded for this Project in an amount equal to amt of increase or (decrease), from beginning dollar amt to ending dollar amt. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to ending dollar amt. The Budget table in Section 6.2 and the Payment Schedule in Section 7.1, both of **Exhibit B**, are deleted and replaced with the following:

Budget Line(s)				
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Line #	Cost Category	Total Project Cost	Grant Funds	Other Funds	Other Funds Source
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

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

C. **For use with Option 1(C):** In accordance with **Section 5(D)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2 of Exhibit B** is deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee

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	Total	\$ 0.00	\$ 0.00	\$ 0.00	
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3. OPTION LETTER EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or Month Day, Year, whichever is later.

SAMPLE

TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 03-2026

A RESOLUTION APPROVING A STATE OF COLORADO INTERGOVERNMENTAL GRANT AGREEMENT FOR A LOCAL PLANNING CAPACITY GRANT

WHEREAS, the Town of Wiggins has applied for and been awarded a Local Planning Capacity grant for the Town's update of its Land Development Code; and

WHEREAS, the Town desires to accept such grant and authorize the execution of a grant agreement for such funds.

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 State of Colorado Intergovernmental Grant Agreement (the "Agreement") in substantially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the Town, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Agreement are not altered.

INTRODUCED, ADOPTED AND RESOLVED THIS 28th DAY OF JANUARY, 2026.

TOWN OF WIGGINS, COLORADO

Chris Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk



STAFF SUMMARY

Board of Trustee Meeting Liquor License Authority

JANUARY 28, 2026

DATE: January 27, 2026

AGENDA ITEM NUMBER: 8

TOPIC: Consideration of Resolution No. 04-2026 - A Resolution Approving a First Amendment to Independent Contractor Agreement for Building Plan Review and Inspection Service

Staff Member Responsible: Craig Miller, Town Manager

BACKGROUND:

The Town previously entered into an Independent Contractor Agreement with ProCode in January of 2023.

SUMMARY:

The Town would like to update the Agreement and are in current negotiations. This amendment is needed to extend to finalize negotiations.

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 amendment or elect not to approve the amendment.

MOTION FOR APPROVAL:

I make the motion to adopt Resolution No. 04-2026 - A Resolution Approving a First Amendment to Independent Contractor Agreement for Building Plan Review and Inspection Service.

ACTION REQUESTED:

Motion, Second, Roll-Call Vote.

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

**FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT FOR BUILDING PLAN
REVIEW AND INSPECTION SERVICES**

This FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT is made this 28th day of January, 2026, by and between the **TOWN OF WIGGINS**, a Colorado municipal corporation ("Town") and **PROCODE, INC.**, a Colorado corporation ("ProCode").

WHEREAS, the Town and ProCode previously entered into an Independent Contractor Agreement dated January 25, 2023 ("Agreement") for building plan review and inspection services; and

WHEREAS, the parties are currently negotiating an updated agreement, but additional time is needed to finalize the terms of such agreement; and

WHEREAS, the parties desire to enter into a 30-day extension of the current Agreement in order to finalize the negotiations.

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

1. Section 6.1 of the Agreement is amended to read as follows (words to be added are underlined):

6.1 The term of this Agreement shall be from February 1, 2023 to March 1, 2026 ~~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.

2. As amended by the terms of this First Amendment, the Agreement is in full force and effect and is hereby ratified by the parties.
3. This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. Signatures obtained via facsimile or other electronic transmission shall be sufficient and binding for all purposes hereof.

TOWN OF WIGGINS

By: _____
Chris Franzen, Mayor

Attest: _____
Nichole Seiber, Town Clerk

PRO CODE INC.

By: _____
Title: _____
Date: _____

TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 04-2026

**A RESOLUTION APPROVING A FIRST AMENDMENT TO INDEPENDENT CONTRACTOR
AGREEMENT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES**

WHEREAS, the Town and ProCode previously entered into an Independent Contractor Agreement for Building Plan Review and Inspection Services, which currently expires on February 1, 2026; and

WHEREAS, the parties are currently negotiating an updated agreement, but additional time is needed to finalize the terms of such agreement; and

WHEREAS, a First Amendment to Independent Contractor Agreement has been proposed to extend the term for an additional thirty (30) days in order to allow the parties time to finalize the negotiations.

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 First Amendment to Independent Contractor Agreement for Building Plan Review and Inspection Services (the "Amendment") in substantially the same form as the copy of such Amendment accompanying this Resolution.

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

INTRODUCED, ADOPTED AND RESOLVED THIS 28th DAY OF JANUARY, 2026.

TOWN OF WIGGINS, COLORADO

Chris Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk



STAFF SUMMARY

Board of Trustee Meeting Liquor License Authority

JANUARY 28, 2026

DATE: January 27, 2026

AGENDA ITEM NUMBER: 10

TOPIC: Liquor License Renewal – Family Dollar Stores of Colorado LLC & LB Holdings Inc, dba Wiggins Super's

Staff Member Responsible: Nichole Seiber, Town Clerk/Treasurer

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 Family Dollar Stores of Colorado LLC & LB Holdings Inc, dba Wiggins Super's. Their current license expires on February 4, 2026 & April 7, 2026, respectively. They have 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 Family Dollar Stores of Colorado LLC & LB Holdings Inc, dba Wiggins Super's

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ACTION REQUESTED:

Motion, Second, Roll-Call Vote.

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