

TOWN OF WIGGINS BOARD MEETING AGENDA

MAY 28, 2025 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 from the Board Meeting held on April 23, 2025
- 2. Approval of Minutes from the Special Meeting held on May 14, 2025

## **III. REPORTS**

- 1. Town Staff Report
- 2. Board of Trustees
- 3. Approval of Bills May 2025
- 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 <u>three (3)</u> <u>minutes</u>. 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. 12-2025

A Resolution Approving an Exclusive Right-to-Sell Listing Contract

1. Resolution No. 12-2025

## ADJOURNMENT

1. Closing Remarks by Mayor and Adjournment of Meeting



## **MINUTES OF MEETING**

## TOWN OF WIGGINS BOARD OF TRUSTEES MEETING

April 23, 2025 at 7:00 P.M.

## CALL TO ORDER & ROLL CALL

A meeting of the Town Board of Trustees for the Town of Wiggins, Colorado was held on Wednesday, April 23, 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, Berry Tomlinson, Michael Seiber, and Steven Klecka, Trustee Robert McKeighan. Staff present were Craig Miller, Town Manager; Nichole Seiber, Town Clerk/Treasurer: Beau Warden, Public Works Supervisor and Police Chief Jim Parks, Parks/Recreation Coordinator Ashley Sidell.

## APPROVAL OF THE AGENDA

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

## APPROVAL OF CONSENT AGENDA

- Motion made by Trustee Klecka to approve the board meeting minutes from March 26, 2025. Motion was seconded by Trustee Tomlinson. Roll Call: Unanimously Approved.

## TOWN STAFF REPORTS

Town Manager:

-Parks/Rec Coordinator Ashley Sidell

-Next work session will be extensive and will include Lauren Benton,

- -Meeting with LRE
- -3<sup>rd</sup>/Chapman paving quotes ready for bid
- -Interconnect update
- -Mark Carns cottage development
- -Knievel house
- -Possibly amend open container ordinance
- -Non-Pot water rates; Adopt resolution to revise fee
- -Teets Field, Kiowa Park water on

Town Clerk:

-Parks/Rec: Update on spring/summer ball and 4th of July

<u>Public Works Supervisor</u>: -Non-Pot line to be charged -Lights at Pachek Field -Arbor Day -Locates called in for storm drainage projects

# BOT:

-Water tank building -Summer help budgeted -ARPA funds -Grants available for augmentation pond -Prioritization of projects -Complaints of junk stored around town -Topper off 150

# APPROVAL OF BILLS, APRIL 2025

- Motion to approve bills was made by Mayor Pro-Tem Perrott and seconded by Trustee Miller. Roll Call: Unanimously Approved.

# FINANCIALS ACTUAL TO BUDGET

- Motion to approve was made by Mayor Pro-Tem Perrott and seconded by Trustee McKeighan. Roll Call: Unanimously Approved.

# **PUBLIC COMMENTS**

- Brett Reese; Mobile Home Park flooding
- Michael Jones; Plugged culvert at Central Avenue
- Mark Strickland; GIS software; Drainage

# **CONSIDERATION OF RESOLUTION 10-2025**

- 1. A Resolution Supporting the Filing of an Application with the Public Utilities Commission for a Local Emergency Telephone Charge Increase.
- Motion to approve by Mayor Pro-Tem Perrott, seconded by Trustee Tomlinson. Roll Call: Unanimously Approved.

# MOTION TO APPOINT PLANNING AND ZONING COMMISSIONERS

- 1. Appoint Jesse Borders; Re-appoint Stan Baumgartner.
- Motion made by Trustee Klecka, seconded by Mayor Pro-Tem Perrott.
- Roll Call: Unanimously Approved.

# LIQUOR LICENSE RENEWAL – JUST 1 MORE, LLC

- 1. Application to renew Liquor License.
- Motion to approve made by Mayor Pro-Tem Perrott, seconded by Trustee Miller Roll Call: Unanimously approved.

# **ADJOURNMENT**

- 1. Closing Remarks by Mayor and Adjournment of Meeting
- Meeting adjourned at 7:54 P.M.



# MINUTES OF MEETING

## TOWN OF WIGGINS BOARD OF TRUSTEES SPECIAL MEETING

May 14, 2025 at 8:19 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, May 14, 2025. Mayor Pro-Tem Steven Perrott called the meeting to order at 8:19 P.M. The following answered roll call: Mayor Chris Franzen, and Trustees: Bruce Miller, Berry Tomlinson, Michael Seiber, Steven Klecka, Robert McKeighan. Staff present were Craig Miller, Town Manager; Nichole Seiber, Town Clerk/Treasurer.

# APPROVAL OF THE AGENDA

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

## **CONSIDERATION OF RESOLUTION 11-2025**

- A Resolution Adopting Rates And Charges For Non-Potable Water Service Motion made by Trustee Klecka to approve Resolution 11-2025. Motion was seconded by Trustee McKeighan. Roll Call: Unanimously Approved.

# **CONSIDERATION OF MOLD MITIGATION QUOTES**

- Motion made by Trustee Miller, seconded by Trustee Tomlinson to accept mold mitigation quote of \$3131.00 from Graham Upholstery for Knievel property. Roll Call: Unanimously Approved

## ADJOURNMENT

- Closing Remarks by Mayor Pro-Tem Perrott and Adjournment of Meeting
- Meeting adjourned at 8:24 P.M.

Date 05/27/2025

## ANALYSIS - ACTIVITY - DAY

Time         17:28:17           Report         CFS24		Agency Dates		ins Police 1 /2025	Dept. Thru	04/30	)/2025	
Activity	Sun	Mon	Tuse	Wed	Thur	Fri	Sat	Total
911-Welfare Check	1	2	2	0	1	2	1	9
Abandoned Vehicle	0	5	0	0	1	0	0	6
Alarm	0	0	0	0	0	1	0	1
Animal Bite	1	0	0	0	1	0	0	2
Assault-sexual	0	0	0	0	1	0	0	1
Assist Other Agency	3	1	1	1	0	2	1	9
Bar Check	0	0	0	0	0	1	0	1
Building Check	0	0	0	0	0	0	1	1
Civil Issues	0	1	0	0	0	0	0	1
Community Policing	0	4	1	0	0	1	2	8
Disturbance	0	1	1	0	0	0	0	2
Dog At Large	0	0	0	0	1	0	0	1
Domestic Violence	1	0	0	0	0	0	0	1
Driving Complaint	0	1	0	0	0	1	0	2
Drug/narcotics	0	1	0	0	0	0	0	1
Extra Patrol	8	2	2	3	6	5	2	28
Fire Investigation LE	0	1	0	1	1	0	0	3
Follow Up/Investigati	3	8	8	1	3	1	3	27
Harass/threat	1	0	0	0	0	0	0	1
nformation	0	0	1	2	1	1	1	6
Keep The Peace	0	1	0	0	0	0	0	1
Local Ordinance Viola	3	2	1	6	4	2	2	20
_ost/found	0	1	0	0	0	0	0	1
Loud Noise	0	0	0	0	0	3	0	3
Medical Assist	0	0	0	0	0	0	1	1
Meet Party	0	0	2	0	4	0	1	7
Motorist Assist	0	0	0	0	0	0	1	1
Registered Sex Offend	0	0	0	0	1	1	0	2
Remove A Party	0	0	0	1	0	0	0	1
Repossesion	0	0	0	1	0	0	0	1
Return Phone Call	0	1	2	4	2	1	1	11
Select Enforce Off In	0	2	6	5	10	6	6	35
Susp Pers/veh/inc	0	0	1	0	0	0	1	2
Fraffic Contact	1	2	1	2	1	0	1	8
Vehicle Inspection	0	0	0	1	0	0	0	1
Watering Violation	1	0	0	0	0	0	0	1
Welfare Check	0	1	0	2	2	0	1	6
Days Total	23	37	29	30	40	28	26	213



# **TOWN STAFF'S REPORT**

**Board of Trustees Meeting** May 28, 2025

- Town Manager Updates Admin Updates ٠
- •
- Public Works Updates
  Planning and Zoning Updates
  Parks and Rec Updates
- Police Department Updates •

# TOWN OF WIGGINS - BILLS PAID

MAY	2025

	MAY 2025	
Vendor Name	Description	Amount Paid
A SQUARED INSTRUMENTS AND CONTROLS	Meter Calibration/Backflow Testing	\$1,700.00
AFLAC	Member Benefits	\$227.34
BLAKE ELECTRIC LLC	Underground Wires/Electric for Ballfield	\$9,950.00
BLOEDORN LUMBER	PW Supplies/Non-Pot Line/Parks Shed	\$1,991.98
BLUE LIGHTNING	Phone and internet	\$507.20
BNSF RAILWAY COMPANY	Flood Control Levee at Wiggins	\$425.61
BUILDERS AGGREGATE CO	Non-Pot Line Ocncrete	\$916.00
CASELLE, INC	Support/Human Resources Module	\$4,165.00
CEBT	Health Benefits	\$10,574.40
CIRSA	Worker's Comp Audit	\$8,635.78
CITY OF FORT MORGAN UTILITIES	Glassey Pump #89 (E)	\$8.17
CITY OF WRAY	CML District Meeting/NE CO Housing Grant	\$1,059.33
COLORADO ANALYTICAL LABORATORY	Water Testing x2	\$5,198.00
CORE & MAIN	Non-Pot line	\$33,271.01
COUNTRY HARDWARE	4 Months Statements	\$9,396.05
DAHL OF FORT MORGAN	Culvert Repair/Non-Pot Line	\$48,741.61
DBC IRRIGATION SUPPLY	Teets Ballfield/Non-Pot Line	\$601.55
ECONO SIGNS	Street Signs/Brackets	\$1,512.00
FERGUSON ENERPRISES INC #3325	Meter Software/Harware AGMT	\$2,488.88
FLEMING, LANCE	Umpire Fees	\$90.00
GARRETSON'S SPORT CENTER	Baseball Buckets/L Screen/Baseball Tees	\$1,354.03
GASBARRO, ANATHONY	Umpire Fees	\$390.00
GERTGE TECHNOLOGY, LLC	Parks/Rec Computer/Phones	\$1,413.02
GRAINGER	Non-Pot Line	\$466.68
GREAT COPIER SERVICE	Copier Lease Split	\$86.84
GREELEY-EVANS ELKS YOUTH BASEBALL LEAGUE	2024 Baseball Registrations	\$650.00
HARMAN, STEPHANIE	CIS/NIBRS	\$115.50
HAYES POZNANOVIC KORVER, LLC	Attorney's fees	\$856.00
HELLC	Non-Pot Line/Shade Sail. Water Well	\$3,504.00
JARVIS	May Subscription Fee	\$175.00
JESS BACKHOE SERVICE LLC	Pot Hole Line/Hydro Vac 5th Ave/Backhoe	\$2,544.00
JG DESIGNS	Sports Hats	\$304.00
JONES IRRIGATION SERVICE	Non-Pot Line	\$108,596.28
KAMMERER, WILLIAM M.	Water Shares Lease/Purch Paymt x2	\$7,020.84
KELLY, PC	Legal Fees	\$2,835.00
KING LEE TECHNOLOGIES	RO Filters	\$1,380.00
KYTE, DERRICK	Umpire Fees	\$360.00
LAW OFFICE OF AMY C. PENFOLD LLC	Prosecuting Attny Fees	\$735.00
LEAF	Copier Lease Split	\$159.00
LRE Water	Engineering Services	\$4,661.75
LYONS GADDIS	Water Legal Fees	\$693.00
M & S ELECTRIC, INC.	Repair motor Booster Station	\$5,520.17
MID-AMERICAN RESEARCH CHEMICAL	Chemicals	\$1,327.47

TOWN OF WIGGINS - BILLS PAID

MAY 2025

	MAY 2025	
MILLER, CRAIG	Mileage/Parking Reimbursement	\$159.39
MILLER'S LANDSCAPING	Teets Park Mountain Granite	\$1,347.72
MORGAN COUNTY	Agate St Culvert	\$1,180.26
MORGAN COUNTY REA	Street Lights	\$10,679.72
NEWCO INC	Pachek Lights/Non-Pot Line/RO Plant	\$8,476.35
OUT EAST CONTRACTING, LLC	Recycled Asphalt	\$7,400.00
PITNEY BOWES	Postage/Lease	\$1,495.20
PRAIRIE MOUNTAIN MEDIA	Planning & Zoning Notice	\$28.52
PROFESSIONAL MANAGEMENT SOLUTIONS	Accounting Fees	\$3,508.75
PROTECTY YOUTH SPORTS	Background Checks	\$238.30
PURCHASING CARD	Trainging/Travel Expenses/Supplies	\$7,338.32
REFUNDS FOR PAVILION RENTAL	Refund for Pavilion Deposits	\$400.00
REVELATION STEEL, LLC	Ball Fields	\$1,327.56
RH WATER & WASTEWATER, INC.	Water/Sewer/Backflow/Cross Connect	\$980.00
RICK ENGINEERING COMPANY-COLORADO	Completion of COMP Plan	\$11,225.80
RIVAL SERVICES, LLC	Kiowa Park 1083 Johnson Street	\$375.00
RUDER'S HVAC+LLC	Town Hall Furnace Repair	\$473.74
RUDY'S G.T.O.	Tractor Tire Repair	\$43.66
<b>RWT EXCAVATING &amp; DEMOLITION</b>	Crushed Concrete	\$1,898.65
SAFEBUILT LOCKBOX #88135, LLC	Residential Permits	\$245.43
SIDELL, LYNN	Parks/Rec Desk	\$250.00
SIMON MATERIALS	Vault for School Non-Pot	\$1,579.52
SINGLEPOINT LLC	Copier Lease	\$1,782.71
STERLING BASEBALL ORGANIZATION	Tournament	\$350.00
STOCKYARDS RANCH SUPPLY	Metal Sheet 29 Guage/19 Guage	\$2,615.16
STRANGE, MICHAEL	Umpire Pymt	\$60.00
STUB'S LLC	PD/PW & Generator Tanks Fuel	\$4,949.04
TREATMENT TECHNOLOGY	Hypochlorite Solution	\$3,269.20
VIAERO WIRELESS	Phone/Internet	\$1,040.84
Vickers, August	Umpire Fees	\$180.00
Walker Repair Services	PW Vehicle/PD Vehicle	\$1,049.32
WELDON VALLEY DITCH COMPANY	Assessments	\$109.50
WELLER FABRICATION & MACHINE	Non-Pot Old Well/Bulk Water Meters	\$200.00
WEX FLEET UNIVERSAL	PD Fuel/PW Fuel	\$1,284.85
WIGGINS FARM AND AUTO SUPPLY	Retainer/Rocket Switch/PW/PD Vehicle	\$1,687.16
WIGGINS HISTORICAL GROUP	Geraniums	\$432.00
WIGGINS SUPER'S 1846	Employee App/Teets Bathroom/Supplies	\$112.28
Wiggins Tigers Sporting Club	Donation	\$1,000.00
WLS Investments	Spring Newsletter	\$989.38
WOLF WASTE, LLC	Waste Removal x2	\$756.00
XCEL ENERGY	Utilities	\$446.19
XTREME LLC	Culvert 3rd & Karen/Plasma Cutting Svcs	\$1,027.50
		+ =,- <b>=</b> ,
ADDROVED: Nichola A. Seiber		1 \$270,600,51

APPROVED: 1 LONGO A. Outor DATED: 05/27/25

1 \$370,600.51

### TOWN OF WIGGINS COMBINED CASH INVESTMENT MAY 31, 2025

1,623,807.63

#### COMBINED CASH ACCOUNTS

01-10210	HIGH PLAINS-MAIN CHECKING		193,282.30
01-10211	XPRESS DEPOSIT ACCOUNT		64,245.41
01-10220	HIGH PLAINS-SWEEP ACCOUNT		3,477,671.29
01-10750	UTILITY CASH CLEARING ACCOUNT	(	109,421.78)
	TOTAL COMBINED CASH		3,625,777.22
01-20200	ACCOUNTS PAYABLE		13,063.09
01-10100	CASH ALLOCATED TO OTHER FUNDS	(	3,467,823.80)
	TOTAL UNALLOCATED CASH		171,016.51
	CASH ALLOCATION RECONCILIATION		

## 10 ALLOCATION TO GENERAL FUND 20 ALLOCATION TO WATER ENTERPRISE

20	ALLOCATION TO WATER ENTERPRISE		342,040.00
30	ALLOCATION TO SEWER ENTERPRISE		1,314,646.48
40	ALLOCATION TO SALES TAX CAPITAL IMPROVEMENT	(	184,193.97)
45	ALLOCATION TO SALES TAX STREETS		358,782.79
50	ALLOCATION TO CONSERVATION TRUST		12,740.87
	TOTAL ALLOCATIONS TO OTHER FUNDS		3,467,823.80
	ALLOCATION FROM COMBINED CASH FUND - 01-10100	(	3,467,823.80)
	ZERO PROOF IF ALLOCATIONS BALANCE		.00

## TOWN OF WIGGINS BALANCE SHEET MAY 31, 2025

#### GENERAL FUND

### ASSETS

10-10100	CASH IN COMBINED CASH FUND	1,623,807.63
10-10110	PETTY CASH (T. MANAGER)	44.30
10-10120	PETTY CASH (T. CLERK)	805.39
10-10240	CASH IN BANK COMM HALL FUND SA	18,966.09
10-10250	COLOTRUST FUND	122.70
10-10260	CASH IN USE TAX FUND	267,277.31
10-10310	CASH W/ COUNTY TREASURER	4,731.65
10-10500	PROPERTY TAXES RECEIVABLE	713,869.00
10-11500	ACCOUNTS RECEIVABLE	65,449.11
10-11510	EMPLOYEE ADVANCES RECEIVABLE	2,908.35
10-14100	PREPAID EXPENSES	180.27

TOTAL ASSETS

2,698,161.80

#### LIABILITIES AND EQUITY

### LIABILITIES

10-20200	ACCOUNTS PAYABLE			4,896.83	
10-22210	DEFERRED PROPERTY TAX			713,869.00	
10-22705	ACCRUED SALARIES & BENEFITS			20,025.46	
10-22710	FED/ FICA TAXES PAYABLE			12,890.02	
10-22720	STATE W/H TAXES PAYABLE			26,514.42	
10-22740	POLICE PENSION PAYABLE		(	1,004.82)	
10-22760	DEFERRED COMP CONTRIB PAYABLE			2,085.59	
10-22770	UNEMPLOYMENT PAYABLE			826.91	
10-22790	GARNISHMENT PAYABLE		(	312.40)	
10-22820	HEALTH INSURANCE PAYABLE		(	38,233.17)	
10-22825	AFLAC PAYABLE			690.63	
10-22830	LIFE INSURANCE PAYABLE			50.40	
10-22840	VISION INSURANCE PAYABLE			126.27	
10-22905	DEVELOPER PERFORMANCE DEPOSIT			2,000.00	
10-25320	FUND BALANCE			1,906,680.87	
	TOTAL LIABILITIES				2,651,106.01
	FUND EQUITY				
	UNAPPROPRIATED FUND BALANCE:				
	REVENUE OVER EXPENDITURES - YTD	8,415.48			
	BALANCE - CURRENT DATE			8,415.48	
				0, 0	
	TOTAL FUND EQUITY			_	8,415.48
	TOTAL LIABILITIES AND EQUITY				2,659,521.49
				=	

		PERIOD ACTUAL	YTD ACTUAL	BUDGET		UNEARNED	PCNT
	REVENUES						
10-30004	GENERAL MISCELLANEOUS	.00	1,569.57	50.00	(	1,519.57)	3130 1
10-31100	CURRENT PROPERTY TAX	.00	285,342.33	710,000.00	(	424,657.67	40.2
10-31200	SPECIFIC OWNERSHIP	.00	13,175.07	50,000.00		36,824.93	26.4
10-31300	1% TOWN SALES TAX	27,849.97	128,604.96	309,750.00		181,145.04	41.5
10-31301	USE TAX	675.00	7,205.31	105,000.00		97,794.69	6.9
10-31420	CIGARETTE TAX	127.58	633.62	1,800.00		1,166.38	35.2
	SEVERENCE TAX	.00	.00	40,000.00		40,000.00	.0
10-31820	FRANCHISE FEE-MORGAN CTY REA	.00	.00	8,000.00		8,000.00	.0
10-31821	FRANCHISE FEE-XCEL ENERGY	.00	8,205.28	12,000.00		3,794.72	68.4
10-31823	FRANCHISE FEEBLUE LIGHTNING	.00	1,545.50	2,700.00		1,154.50	57.2
10-31900	PENALTIES & INTEREST	.00	37.10	1,200.00		1,162.90	3.1
10-32110	LIQUOR LICENSE (15%)	75.00	120.00	175.00		55.00	68.6
10-32210	BUILDING PERMITS	849.90	5,748.40	70,000.00		64,251.60	8.2
10-33412	DOLA EIAF 2021	.00	.00	11,000.00		11,000.00	.0
10-33413	DOLA REDI GRANT -ECON DEVEL	.00	.00	11,000.00		11,000.00	.0
10-33430	MISCELLANEOUS FEES	.00	195.52	.00	(	195.52)	.0
10-33530	HIGHWAY USERS TAX	.00	24,728.27	.00	(	24,728.27)	.0
10-33550	ADDITIONAL MOTOR VEHICLE	.00	2,058.32	.00	(	2,058.32)	.0
10-33800	ROAD & BRIDGE	.00	32,558.34	.00	(	32,558.34)	.0
10-34210	SPECIAL POLICE SERVICES	25.00	150.00	300.00		150.00	50.0
10-34215	VIN INSPECTIONS	45.00	220.00	750.00		530.00	29.3
10-34220	BUILDING DEVELOPMENT REVIEW	.00	145.10	5,000.00		4,854.90	2.9
10-34221	BUILDING INSPECTION PLAN REV	.00	2,472.24	45,500.00		43,027.76	5.4
10-34281	ADULT ACTIVITIES FEE	.00	.00	700.00		700.00	.0
10-34282	PARKS & REC FEES	.00	3,775.00	4,000.00		225.00	94.4
10-34283	SOFTBALL REG FEES	.00	.00	2,000.00		2,000.00	.0
10-34284	BASEBALL REG FEES	45.00	175.00	9,000.00		8,825.00	1.9
10-34286	VOLLEYBALL REG FEES	.00	.00	1,000.00		1,000.00	.0
10-34287	SOCCER REG FEES	.00	.00	5,000.00		5,000.00	.0
10-35110	COURT FINES-MUNICIPAL	689.50	3,977.00	30,000.00		26,023.00	13.3
10-36000	OTHER MISCELLANEOUS REVENUE	360.00	3,899.14	4,000.00		100.86	97.5
10-36010	DOG LICENSES/CLINIC	50.00	300.00	350.00		50.00	85.7
10-36011	BUSINESS LICENSES	.00	250.00	850.00		600.00	29.4
	CONTRACTOR LICENSES	75.00	800.00	1,300.00		500.00	61.5
10-36013	GOLF CART LICENSES	.00	75.00	500.00		425.00	15.0
		.00	2,318.79	5,000.00		2,681.21	46.4
	INTEREST ON SAVINGS	.00	22,376.45	139,500.00		117,123.55	16.0
10-36310	BUILDING & FARM RENT	.00	5,810.93	6,600.00		789.07	88.0
10-36500	CONTRIBUTIONS/DONATIONS	.00	275.00	.00	(	275.00)	.0
10-36501	SPONSORSHIPS	985.00	4,365.00	.00	(	4,365.00)	.0
10-36505	TEETS PARK PAVILION FEE & DEP	.00	( 200.00)	.00		200.00	.0
	GRANTSDUI	.00	200.00	5,500.00		5,300.00	3.6
10-36515	GRANTC.I.O.T.	.00	.00	2,000.00		2,000.00	.0
	TOTAL FUND REVENUE	31,851.95	563,112.24	1,601,525.00		1,038,412.76	35.2

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GENERAL GOVERNMENTAL					
10-410-13	FINANCIAL AUDIT	.00	.00	6,531.00	6,531.00	.0
10-410-22	EMPLOYEE EVAL/TESTING	.00	.00	500.00	500.00	.0
10-410-32	PROFESSIONAL SERVICES	1,157.89	11,369.70	32,000.00	20,630.30	35.5
10-410-34	CODIFICATION	.00	.00	1,000.00	1,000.00	.0
10-410-35	COPIER LEASE	202.07	1,191.61	2,000.00	808.39	59.6
	EMPLOYEE TRAINING	.00	849.00	5,000.00	4,151.00	17.0
10-410-41	TELEPHONE & INTERNET	419.26	1,992.52	500.00	( 1,492.52)	398.5
10-410-42	UTILITIESELECTRIC	77.69	364.73	1,000.00	635.27	36.5
10-410-43	OFFICE BLDG REPAIRS & MAINT	67.99	7,672.08	5,000.00	( 2,672.08)	153.4
10-410-44	POSTAGE METER LEASE	71.93	71.93	1,600.00	1,528.07	4.5
10-410-45	UTILITIES-GAS	.00	2,203.88	2,500.00	296.12	88.2
10-410-46	CELL PHONE	111.18	666.78	1,400.00	733.22	47.6
10-410-48	TRASH	.00	125.00	300.00	175.00	41.7
10-410-52	INSURANCE & BONDS	.00	19,678.91	48,000.00	28,321.09	41.0
10-410-55	POSTAGE & SHIPPING	150.94	601.40	800.00	198.60	75.2
10-410-58	TRAVEL & MEETINGS	50.00	996.67	6,000.00	5,003.33	16.6
10-410-61	OPERATING SUPPLIES	.00	2,621.79	6,000.00	3,378.21	43.7
10-410-68	COPIER EXPENSE	.00	.00	1,500.00	1,500.00	.0
10-410-70	IT SUPPORT	601.79	4,412.49	20,000.00	15,587.51	22.1
10-410-71	COMPUTER SOFTWARE	.00	769.69	3,000.00	2,230.31	25.7
10-410-87	EQUIPMENT	.00	.00	2,000.00	2,000.00	.0
10-410-90	DUES & SUBSCRIPTIONS	.00	4,749.18	2,000.00	( 2,749.18)	237.5
10-410-91	NEWSLETTERS & PUBLICATIONS	.00	71.07	500.00	428.93	14.2
	TOTAL GENERAL GOVERNMENTAL	2,910.74	60,408.43	149,131.00	88,722.57	40.5
	ADMINISTRATION DEPARTMENT					
10-411-15	ADMINISTRATION DEPT EMPLOYEES	.00	38,926.59	112,787.00	73,860.41	34.5
10-411-20	EMPLOYEE BENEFITS	.00	2,927.49	10,000.00	7,072.51	29.3
10-411-22	FICA & MEDICARE	.00	3,038.58	8,628.00	5,589.42	35.2
10-411-23	457 RETIREMENT	.00	793.96	5,365.00	4,571.04	14.8
10-411-25	UNEMPLOYMENT INS	.00	64.75	117.00	52.25	55.3
10-411-26	WORKERS' COMPENSATION	.00	1,233.70	5,639.00	4,405.30	21.9
10-411-27	EMPLOYEE APPRECIATION	102.03	394.32	1,500.00	1,105.68	26.3
10-411-28	TA VEHICLE STIPEND	.00	450.04	1,000.00	549.96	45.0
	TOTAL ADMINISTRATION DEPARTMENT	102.03	47,829.43	145,036.00	97,206.57	33.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	JUDICIAL DEPARTMENT					
10-412-00	CONTRACT-JUDGE	.00	600.00	3,600.00	3,000.00	16.7
10-412-01	CONTRACT-TOWN PROSECUTOR	.00	945.00	5,000.00	4,055.00	18.9
10-412-11	COURT SPANISH INTERPRETOR	.00	.00	500.00	500.00	.0
10-412-35	COPIER LEASE	44.90	264.80	.00	( 264.80)	.0
10-412-44		43.16	43.16	200.00	156.84	21.6
	POSTAGE	90.56	360.83	400.00	39.17	90.2
10-412-61		.00	.00	150.00	150.00	.0
	COPIER EXPENSE	.00	.00	100.00	100.00	.0
	TOTAL JUDICIAL DEPARTMENT	178.62	2,213.79	9,950.00	7,736.21	22.3
	MAYOR & LEGISLATIVE BOARDS					
10-413-10	MAYOR COMPENSATION	.00	1,600.00	.00	( 1,600.00)	.0
10-413-11	MAYOR & TRUSTEES COMPENSATION	.00	3,842.31	10,560.00	6,717.69	36.4
10-413-12	BOARD OF TRUSTEES APPRECIATION	.00	.00	500.00	500.00	.0
10-413-22	FICA & MEDICARE	.00	416.49	808.00	391.51	51.6
10-413-25	UNEMPLOYMENT	.00	1.36	.00	( 1.36)	.0
10-413-26	WORKERS' COMPENSATION	.00	1,233.68	528.00	( 705.68)	233.7
10-413-40	BOARD OF TRUSTEES TRAINING	.00	.00	1,500.00	1,500.00	.0
10-413-51	E & O INSURANCE	.00	.00	1,600.00	1,600.00	.0
10-413-58	BOARD TRAVEL & MEETINGS	.00	.00	3,000.00	3,000.00	.0
10-413-70	IT SUPPORT	.00	.00	200.00	200.00	.0
10-413-71	COMPUTER SOFTWARE	.00	.00	500.00	500.00	.0
10-413-90	DUES & SUBSCRIPTIONS	.00	.00	850.00	850.00	.0
	TOTAL MAYOR & LEGISLATIVE BOARDS	.00	7,093.84	20,046.00	12,952.16	35.4
	TREASURER'S OFFICE					
10-415-15	COLLECTIONS (TREASURERS FEE)	.00	5,707.60	14,200.00	8,492.40	40.2
10-415-30	TOWN LEGAL	2,835.00	13,297.50	50,000.00	36,702.50	26.6
	TOTAL TREASURER'S OFFICE	2,835.00	19,005.10	64,200.00	45,194.90	29.6
	ECONOMIC DEVELOPMENT					
10-416-50	ECONOMIC DEVELOPMENT	1,009.33	1,009.33	75,000.00	73,990.67	1.4
10-416-51	MEMBERSHP FEE/DUES	.00	.00	2,800.00	2,800.00	.0
	TOTAL ECONOMIC DEVELOPMENT	1,009.33	1,009.33	77,800.00	76,790.67	1.3

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMUNITY DEVELOPMENT					
40 447 20		00	00	1 000 00	1 000 00	0
10-417-30 10-417-35	COMMUNITY MEETINGS COPIER LEASE	.00 44.90	.00 264.80	1,000.00 400.00	1,000.00 135.20	.0 66.2
10-417-35	POSTAGE MACHINE LEASE	28.77	204.80	100.00	71.23	28.8
	POSTAGE	.00	.00	100.00	100.00	20.0 .0
	OFFICE SUPPLIES	.00	.00	50.00	50.00	.0
10-417-61	ABATEMENT	.00	.00	3,000.00	3,000.00	.0
10-417-68	COPIER EXPENSE	.00	.00	350.00	350.00	.0
	IT SUPPORT	.00	.00	1,000.00	1,000.00	.0
10-417-71		.00	.00	100.00	100.00	.0
	CODE ENFORCEMENT	.00	.00	1,000.00	1,000.00	.0 .0
	NEWSLETTER	.00	989.38	1,000.00	10.62	.0 98.9
	TOTAL COMMUNITY DEVELOPMENT	73.67	1,282.95	8,100.00	6,817.05	15.8
	PLANNING & ZONING					
10-418-30	LEGAL/ENGINEERING SUPPORT	.00	10,647.50	40,000.00	29,352.50	26.6
10-418-35	COPIER LEASE	44.91	264.77	500.00	235.23	53.0
10-418-40	STAFF TRAINING	.00	.00	2,000.00	2,000.00	.0
10-418-41	TELEPHONE & INTERNET	131.30	627.33	150.00	( 477.33)	418.2
10-418-44	POSTAGE MACHINE LEASE	43.16	43.16	200.00	156.84	21.6
10-418-49	COMMISSION TRAINING	.00	.00	500.00	500.00	.0
10-418-51	MEMBERSHIPS/PUBLICATIONS	.00	.00	100.00	100.00	.0
10-418-54	NOTICES/PUBLICATIONS	.00	4.92	100.00	95.08	4.9
10-418-55	POSTAGE	.00	.00	100.00	100.00	.0
10-418-61	OFFICE SUPPLIES	.00	.00	100.00	100.00	.0
10-418-68	COPIER EXPENSE	.00	.00	300.00	300.00	.0
10-418-70	IT SUPPORT	.00	.00	1,000.00	1,000.00	.0
10-418-71	COMPUTER SOFTWARE	.00	.00	300.00	300.00	.0
10-418-93	COMPREHENSIVE PLAN	.00	5,850.57	15,000.00	9,149.43	39.0
10-418-94	ZONING MAP	.00	.00	7,500.00	7,500.00	.0
10-418-97	LAND DEVELOPMENT CODE	.00	.00	125,000.00	125,000.00	.0
10-418-98	IMPACT FEE STUDY	.00	.00	15,000.00	15,000.00	.0
10-418-99	COUNTY FEES	.00	300.00	.00	( 300.00)	.0
	TOTAL PLANNING & ZONING	219.37	17,738.25	207,850.00	190,111.75	8.5

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMUNITY PROGRAMS					
10-419-00	FOURTH OF JULY FESTIVAL	.00	.00	35,000.00	35,000.00	.0
10-419-01	WIGGINS OLD TIME CHRISTMAS	.00	1,024.27	5,000.00	3,975.73	20.5
10-419-02	FALL HARVEST FESTIVAL	.00	.00	15,000.00	15,000.00	.0
10-419-05	BUSINESS DIST BEAUTIFICATION	432.00	432.00	3,000.00	2,568.00	14.4
10-419-10	SALARIES & WAGES	.00	1,111.62	4,434.00	3,322.38	25.1
10-419-20	DONATIONS/GRANTS	1,000.00	2,400.00	10,000.00	7,600.00	24.0
10-419-22	FICA P&R	.00	55.55	339.00	283.45	16.4
10-419-25	UNEMPLOYMENT INSURANCE	.00	1.45	9.00	7.55	16.1
10-419-58	COMMUNITY MEETINGS	.00	.00	1,000.00	1,000.00	.0
10-419-61	OFFICE EQUIPMENT LEASES	.00	250.00	200.00	( 50.00)	125.0
10-419-62	MAIN STREET PROGRAMS	.00	.00	10,000.00	10,000.00	.0
10-419-65	TREES/TREE PLANTING	.00	1,804.63	10,000.00	8,195.37	18.1
10-419-66	PLANTERS	.00	.00	250.00	250.00	.0
10-419-91	NEWSLETTER/EVENT POSTCARD	.00	.00	1,000.00	1,000.00	.0
10-419-99	OTHER MISCELLANEOUS	.00	.00	1,000.00	1,000.00	.0
	TOTAL COMMUNITY PROGRAMS	1,432.00	7,079.52	96,232.00	89,152.48	7.4

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE DEPARTMENT					
10-421-02	CONTRACT SERVICES	.00	42.00	1,200.00	1,158.00	3.5
	POLICE SALARIES	.00	82,189.80	216,254.00	134,064.20	38.0
10-421-20	EMPLOYEE BENEFITS	.00	3,288.00	20,000.00	16,712.00	16.4
	VEHICLE/MOBILE EQUIPMENT	.00	8,454.37	10,000.00	1,545.63	84.5
	FICA & MEDICARE	.00	1,191.77	3,136.00	1,944.23	38.0
	PENSION-FPPA	.00	8,923.71	22,707.00	13,783.29	39.3
10-421-24	DEATH & DISABILITY-FPPA	.00	911.69	4,109.00	3,197.31	22.2
	UNEMPLOYMENT INSURANCE	.00	122.42	649.00	526.58	18.9
	WORKERS' COMPENSATION	.00	1,233.68	4,500.00	3,266.32	27.4
10-421-28	FARM HOUSE UTILITIES-GAS/ELECT	176.84	1,168.45	2,200.00	1,031.55	53.1
10-421-29	UNIFORMS	.00	310.00	3,000.00	2,690.00	10.3
10-421-30	PROFESSIONAL LEGAL SERVICES	.00	.00	1,000.00	1,000.00	.0
10-421-35	COPIER LEASE	44.90	264.80	400.00	135.20	66.2
10-421-40	TRAINING	.00	.00	4,000.00	4,000.00	.0
10-421-41	TELEPHONE & INTERNET	250.15	1,047.27	700.00	( 347.27)	149.6
10-421-42	MC COM CENTER PHONE LINE	.00	.00	1,300.00	1,300.00	.0
10-421-43	REPAIRS AND MAINTENANCE (AUTO)	.00	3,103.90	5,000.00	1,896.10	62.1
	UTILITIES-ELECTRIC	77.70	367.75	1,000.00	632.25	36.8
10-421-45	UTILITIES-GAS	.00	.00	1,000.00	1,000.00	.0
10-421-46	CELL PHONE	226.20	1,356.08	2,000.00	643.92	67.8
10-421-48	TRASH	.00	125.00	200.00	75.00	62.5
10-421-49	OTHER MISCELLANEOUS	.00	.00	1,000.00	1,000.00	.0
10-421-52	INSURANCE & BONDS	.00	13,296.57	.00	( 13,296.57)	.0
10-421-55	PRINTING	.00	.00	750.00	750.00	.0
10-421-61	OFFICE/GEN OPERATING SUPPLIES	30.19	440.29	500.00	59.71	88.1
10-421-62	FUEL	( 46.34)	2,321.55	10,000.00	7,678.45	23.2
10-421-64	CRIME PREVENTION	.00	.00	1,000.00	1,000.00	.0
10-421-68	COPIER EXPENSE	.00	.00	400.00	400.00	.0
10-421-70	IT SUPPORT	.00	.00	2,500.00	2,500.00	.0
10-421-71	COMPUTER SOFTWARE	.00	.00	5,000.00	5,000.00	.0
10-421-72	AMMUNITION	.00	.00	2,500.00	2,500.00	.0
10-421-73	LEXIPOLE	.00	2,904.54	3,000.00	95.46	96.8
10-421-85	ANIMAL CONTROL	.00	.00	1,000.00	1,000.00	.0
10-421-90	MEMBERSHIP DUES	.00	63.00	200.00	137.00	31.5
	TOTAL POLICE DEPARTMENT	759.64	133,126.64	332,205.00	199,078.36	40.1
	BUILDING INSPECTION DEPARTMENT					
10-424-30	DEVELOPMENT REVIEW MISC EXP	.00	.00	250.00	250.00	.0
10-424-31		.00	45.00	10,000.00	9,955.00	.5
	RESIDENTIAL BUILDING REVIEW	245.43	4,253.90	30,000.00	25,746.10	.0 14.2
	EMPLOYEE TRAINING	.00	.00	1,000.00	1,000.00	.0
	TOTAL BUILDING INSPECTION DEPARTMEN	245.43	4,298.90	41,250.00	36,951.10	10.4

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDE	D PCNT
	PUBLIC WORKS ADMINISTRATION					
10-430-11	SALARY - PW MAINTENANCE(1)	.00	18,522.27	153,909.00	135,386	6.73 12.0
	SALARY-PW SEASONAL (MOWING)	.00	49.93	.00		9.93) .0
	PW EMPLOYEES-FULL TIME	360.57	28,005.66	.00	( 28,005	,
10-430-20	EMPLOYEE BENEFITS - PW	.00	5,287.33	18,000.00	12,712	,
	FICA & MEDICARE	.00	3,278.99	11,774.00	8,495	
	457 RETIREMENT	.00	1,337.03	3,100.00	1,762	
	UNEMPLOYMENT INSURANCE - PW	.00	75.09	308.00		2.91 24.4
	WORKERS' COMPENSATION - PW	.00	1,233.68	6,156.00	4,922	
	TOTAL PUBLIC WORKS ADMINISTRATION	360.57	57,789.98	193,247.00	135,457	7.02 29.9
	PUBLIC WORKS & STREETS DEPT					
10-431-00	UNIFORMS - PW	.00	.00	2,000.00	2,000	0. 00.
10-431-20	REPAIRS-EQUIPMENT & VEHICLES	1.256.28	11,685.63	15,000.00	3,314	
10-431-20		63.95	3,766.26	2,000.00	( 1,766	
	SNOW REMOVAL	.00	.00	25,000.00	25,000	,
10-431-22	EQUIPMENT RENTAL	.00	.00	200.00		.00 .00 .00 .0
10-431-24	REPAIRS & MAINTENANCE-STREETS	.00	109.73	.00		).73) .0
	FARM HOUSE MAINT	.00	1,131.88	5,000.00	3,868	,
	FARM HOUSE UTILITIES	.00	756.22	.00	,	6.22) .0
	COPIER LEASE	22.45	132.40	200.00		7.60 66.2
10-431-40	EMPLOYEE TRAINING	.00	.00	2,000.00	2,000	
10-431-41	UTILITIES - ELECTRIC	100.56	413.47	1,500.00	1,086	
	BUIDING MAINT	139.63	16,033.22	20,000.00	3,966	
	UTILITIES-GAS	.00	1,238.21	1,400.00		1.79 88.4
	CELL PHONE	145.34	871.34	1,600.00		3.66 54.5
	TELEPHONE & INTERNET	142.50	649.71	500.00		9.71) 129.9
	TRASH	.00	478.00	1,000.00		2.00 47.8
10-431-52	INSURANCE - PW	.00	9,573.52	17,000.00	7,426	
10-431-55	POSTAGE & SHIPPING-PW	30.18	120.21	100.00		).21) 120.2
10-431-60	STREET LIGHTING - PW	1,502.17	4,226.97	17,000.00	12,773	,
10-431-61	OFFICE SUPPLIES	333.16	392.00	500.00		3.00 78.4
	FUEL - PW	62.56	2,504.30	10,000.00	7,495	
10-431-63	CONTRACT REFUSE REMOVAL - PW	.00	.00	1,000.00	1,000	
	TREE PROGRAM	.00	.00	3,000.00	3,000	
10-431-66	PEST/WEED CONTROL - PW	.00	6.61	1,500.00	1,493	
	COPIER EXPENSE	.00	.00	400.00		0.00 .0
	IT SUPPORT	.00	.00	2,500.00	2,500	
10-431-71		.00	.00	500.00		0. 00.0
10-431-74	EQUIPMENT- CAPITAL OUTLAY	.00	77,038.00	2,250.00		3.00) 3423.9
	OTHER MISCELLANEOUS - PW	.00	5.32	1,000.00		4.68 .5
	TOTAL PUBLIC WORKS & STREETS DEPT	3,798.78	131,133.00	134,150.00	3,017	7.00 97.8

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STORMWATER					
10-432-59	STORMWATER ENGINEERING/DESIGN	.00	.00	6,000.00	6,000.00	.0
10-432-60	STORMWATER CONSTRUCTION	2,030.26	2,303.87	5,000.00	2,696.13	46.1
10-432-61	RETENTION/DETENTION POND MAINT	.00	7.00	750.00	743.00	.9
10-432-62	CULVERT/DITCH MAINT	.00	1,443.04	6,000.00	4,556.96	24.1
10-432-63	3RD AVE STORM LIFT STATION	.00	.00	500.00	500.00	.0
10-432-64	STREET SWEEPING	.00	.00	1,200.00	1,200.00	.0
10-432-65	LEVEE REPAIR & MAINT	.00	425.61	5,000.00	4,574.39	8.5
	TOTAL STORMWATER	2,030.26	4,179.52	24,450.00	20,270.48	17.1

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARK & RECREATION					
10-451-11	SALARIES - P&R DIRECTOR (SEAS)	.00	4,446.45	61,014.00	56,567.55	7.3
	SALARIES - SUMMER HELP (SEAS)	.00	1,964.66	16,547.00	14,582.34	11.9
	SALARIES-PW FULL-TIME	.00	15,564.86	.00	( 15,564.86)	.0
	EMPLOYEE BENEFITS	.00	3,167.20	10,000.00	6,832.80	31.7
	FICA P&R	.00	1,563.23	5,933.00	4,369.77	26.4
10-451-23		.00	2,071.94	1,400.00	( 671.94)	148.0
	UNEMPLOYMENT INSURANCE	.00	40.89	233.00	192.11	17.6
10-451-26	WORKERS' COMPENSATION	.00	1,233.68	2,327.00	1,093.32	53.0
	SPECIAL EVENTS - P&R	.00	.00	1,000.00	1,000.00	.0
	CELL PHONE	37.70	226.01	400.00	173.99	56.5
	TELEPHONE & INTERNET	142.50	649.71	300.00	( 349.71)	216.6
	TRAINING	.00	.00	1,000.00	1,000.00	.0
10-451-41		644.25	3,158.99	12,000.00	8,841.01	26.3
	PARK BUILDING MAINTENANCE	.00	4,376.01	12,000.00	7,623.99	36.5
	PARK REPAIR AND MAINTENANCE	225.00	2,742.37	20,000.00	17,257.63	13.7
	CAPITAL OUTLAY - PARKS	.00	11,039.63	.00	( 11,039.63)	.0
	PARKS PAVILION EXPENSE	.00	300.00	.00	( 300.00)	.0
	TEETS PARK PAVILION DEP REFUN	200.00	800.00	.00	( 800.00)	.0
10-451-48		.00	581.00	2,000.00	1,419.00	29.1
	NEWSLETTERS/POSTCARDS/POSTAGE	43.14	43.14	1,200.00	1,156.86	3.6
10-451-60	BACKGROUND CHECKS	( 180.00)		600.00	936.45	(56.1)
	OPERATING SUPPLIES - P&R	91.99	473.27	1,200.00	726.73	39.4
	PARKS & RECREATION PROGRAMS	175.00	350.00	1,800.00	1,450.00	19.4
	IT SUPPORT	.00	.00	1,000.00	1,000.00	.0
10-451-70	COMPUTER SOFTWARE	.00	350.00	1,000.00	650.00	35.0
	ADULT ACTIVITIES	.00	.00	600.00	600.00	.0
	SOFTBALL	.00	.00	1,000.00	1,000.00	.0
10-451-84	BASEBALL	1,734.21	5,242.83	7,000.00	1,757.17	.0 74.9
	BASKETBALL	.00	.00	1,000.00	1,000.00	.0
	VOLLEYBALL	.00	.00	500.00	500.00	.0 .0
10-451-80		.00	258.00	2,000.00	1,742.00	.0 12.9
	SUMMER ACTIVITY	.00	.00	1,000.00	1,000.00	.0
10-451-90	UNIFORMS & EQUIPMENT P&R	.00	.00	100.00	100.00	.0 .0
10-451-90	MISC FEES	.00	200.66	300.00	99.34	.0 66.9
	PARK CONCESSION EXPENSE	.00	.00	2,500.00	2,500.00	.0
	MEMBERSHIP/PUBLICATIONS	.00	.00	100.00	100.00	.0 .0
10-451-95	MEMBERSHIP/PUBLICATIONS	.00	.00		100.00	.0
	TOTAL PARK & RECREATION	3,113.79	60,508.08	169,054.00	108,545.92	35.8
	TOTAL FUND EXPENDITURES	19,069.23	554,696.76	1,672,701.00	1,118,004.24	33.2
	NET REVENUE OVER EXPENDITURES	12,782.72	8,415.48	( 71,176.00)	( 79,591.48)	11.8

## TOWN OF WIGGINS BALANCE SHEET MAY 31, 2025

#### WATER ENTERPRISE

#### ASSETS

20-10100	CASH IN COMBINED CASH FUND	342,040.00	
20-10120	CASH ON HAND	50.00	
20-10210	WATER ENTERPRISE CLEARING ACCT	7,603.69	
20-10250	COLOTRUST-WATER FUND	122.70	
20-10251	HIGH PLAINS WATER ENTPR FUND	184,250.33	
20-10260	COLOTRUST - DEVELOPMENT FEES	122.80	
20-10261	2011 USDA DEBT SERV RESERVE	102,082.06	
20-10262	2013 USDA DEBT SERV RESERVE	155,828.78	
20-10270	COLOTRUST-WATER BOND ACCOUNT	23.46	
20-10271	63.23% BOTW DEBT SERVICE	35,187.78	
20-10273	2020 BOTW LOANSINKING FUND	868,106.72	
20-10280	COLOTRUST-WATER BOND RESERVE	123.86	
20-10281	BANK OF THE WEST WTR RESRVS	21,021.99	
20-10282	2020 BOTW LOAND.S. RESERVE	255,864.69	
20-10290	<b>OPERATION &amp; MAINTENANCE FUND</b>	122.79	
20-11500	ACCOUNTS RECEIVABLE	97,554.60	
20-14000	CWCB LOAN PROCEEDS ESCROW	1,133,775.50	
20-16100	LAND	661,549.57	
20-16200	WATER RIGHTS	5,022,202.92	
20-16300	CONSTRUCTION IN PROGRESS	317,400.29	
20-16400	PLANT EQUIPMENT	7,706,959.65	
20-16401	OTHER EQUIPMENT	28,834.06	
20-16410	ACCUMULATED DEPRECIATION	( 2,258,817.76)	
	TOTAL ASSETS		14,682,010.48
		:	
	LIABILITIES AND EQUITY		
20-20200	ACCOUNTS PAYABLE	1,143.92	
	ACCRUED COMPENSATED ABSENCES	17,875.23	
	ACCR'D COMP ABSCURR. PORTION	4,468.81	
	ACCRUED INTEREST PAYABLE	30,954.30	
	2013 USDA	438,974.98	
	REVENUE BOND PAYABLE-REA	2,517,836.50	

20-20200	ACCOUNTS PAYABLE		1,143.92	
20-20300	ACCRUED COMPENSATED ABSENCES		17,875.23	
20-20301	ACCR'D COMP ABSCURR. PORTION		4,468.81	
20-20400	ACCRUED INTEREST PAYABLE		30,954.30	
20-22530	2013 USDA		438,974.98	
20-22540	REVENUE BOND PAYABLE-REA		2,517,836.50	
20-22550	BOTW LOAN63.23% WATER		1,827,739.03	
20-22600	CAPITAL LEASES PAYABLE		147,725.55	
20-22650	2017 CWCB NOTE PAYABLE		2,408,850.00	
20-22705	ACCRUED SALARIES & BENEFITS		4,065.54	
20-22900	CUSTOMER DEPOSIT LIABILITY		66,358.85	
	TOTAL LIABILITIES			7,465,992.71
	FUND EQUITY			
20-27900	RETAINED EARNINGS		7,236,103.32	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	61,641.66		
	BALANCE - CURRENT DATE		61,641.66	

## TOWN OF WIGGINS BALANCE SHEET MAY 31, 2025

#### WATER ENTERPRISE

TOTAL FUND EQUITY

TOTAL LIABILITIES AND EQUITY

7,297,744.98

14,763,737.69

## WATER ENTERPRISE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	REVENUES					
20-34000	WATER SALES	.00	282,909.48	1,073,518.00	790,608.52	26.4
20-34002	BULK WATER SALES	10.00	10.00	.00	( 10.00)	.0
20-34440	TAP FEES & ACQUISITION FEES	.00	.00	840,000.00	840,000.00	.0
20-34442	WATER METER SALES	.00	305.00	7,320.00	7,015.00	4.2
20-34450	MISCELLANEOUS WATER INCOME	.00	5,232.76	10,000.00	4,767.24	52.3
20-36001	RENTAL INCOME	523.00	10,562.00	42,000.00	31,438.00	25.2
20-36005	WIGGINS NORTH LAND RENT	.00	.00	2,500.00	2,500.00	.0
20-36012	GLASSEY REVENUE	.00	.00	100,000.00	100,000.00	.0
20-36100	INTEREST EARNED	.00	262.72	1,288.00	1,025.28	20.4
	TOTAL FUND REVENUE	533.00	299,281.96	2,076,626.00	1,777,344.04	14.4

### WATER ENTERPRISE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PROFESSIONAL SERVICES					
20-410-13	FINANCIAL AUDIT	.00	.00	6,531.00	6,531.00	.0
	LEGAL SERVICE	.00	2,013.00	5,000.00	2,987.00	40.3
20-410-31	WATER RIGHTS EXPENSES (LEGAL)	150.00	6,683.00	80,000.00	73,317.00	8.4
20-410-32	PROFESSIONAL SERVICES WATER	1,192.98	33,897.46	100,000.00	66,102.54	33.9
20-410-33	POSTAGE	150.94	601.40	1,200.00	598.60	50.1
	WATER DEPOSIT REFUND	.00	.00	1,000.00	1,000.00	.0
20-410-38	PROFESSIONAL SERVICES ACCT	.00	.00	10,000.00	10,000.00	.0
20-410-40	TRAVEL, MEETINGS & TRAINING	.00	.00	4,000.00	4,000.00	.0
20-410-44	POSTAGE MACHINE LEASE	28.77	28.77	120.00	91.23	24.0
20-410-59	DESIGN/SYSTEM ENGINEERING	.00	.00	60,000.00	60,000.00	.0
20-410-68	COPIER EXPENSE	.00	.00	200.00	200.00	.0
	TOTAL PROFESSIONAL SERVICES	1,522.69	43,223.63	268,051.00	224,827.37	16.1
	WATER ADMINISTRATION					
20-411-12	EMPLOYEE SALARY-ADMINISTRATION	.00	28,386.99	.00	( 28,386.99)	.0
20-411-15	SALARIES & WAGES	.00	.00	82,459.00	82,459.00	.0
20-411-20	EMPLOYEE BENEFITS	.00	2,017.60	5,016.00	2,998.40	40.2
20-411-22	FICA & MEDICARE	.00	2,248.67	6,308.00	4,059.33	35.7
20-411-23	457 RETIREMENT	.00	415.46	2,916.00	2,500.54	14.3
20-411-25	UNEMPLOYMENT INSURANCE	.00	41.66	165.00	123.34	25.3
20-411-26	WORKERS' COMPENSATION	.00	1,233.68	165.00	( 1,068.68)	747.7
	TOTAL WATER ADMINISTRATION	.00	34,344.06	97,029.00	62,684.94	35.4
	PUBLIC WORKS ADMINISTRATION					
20-430-11	SALARY-PW MAINTENANCE	180.29	21,679.77	56,221.00	34,541.23	38.6
20-430-20	EMPLOYEE BENEFITS	.00	2,326.00	7,084.00	4,758.00	32.8
20-430-22	FICA & MEDICARE	.00	1,525.35	4,301.00	2,775.65	35.5
20-430-23	457 RETIREMENT	.00	626.25	1,528.00	901.75	41.0
20-430-25	UNEMPLOYMENT INSURANCE	.00	34.61	106.00	71.39	32.7
20-430-26	WORKERS' COMPENSATION	.00	.00	1,013.00	1,013.00	.0
	TOTAL PUBLIC WORKS ADMINISTRATION	180.29	26,191.98	70,253.00	44,061.02	37.3
	SUPPLIES					
20-431-22	EQUIPMENT REPAIRS AND MAINT	.00	.00	4,500.00	4,500.00	.0
20-431-62	FUEL	.00	816.08	2,000.00	1,183.92	40.8
20-431-75	VEHICLE REPAIR	.00	.00	1,500.00	1,500.00	.0
	TOTAL SUPPLIES	.00	816.08	8,000.00	7,183.92	10.2

### WATER ENTERPRISE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATIONS					
20-432-00	LINE MAINTENANCE	654.20	10,481.75	50,000.00	39,518.25	21.0
20-432-05	UTILITY LOCATE EXPENSE	.00	209.89	400.00	190.11	52.5
20-432-30	CONTRACT OPERATOR	.00	2,180.00	6,000.00	3,820.00	36.3
20-432-35	COPIER LEASE	22.45	132.40	600.00	467.60	22.1
20-432-37	ANALYTICAL/SAMPLING EXPENSE	.00	8,376.00	25,000.00	16,624.00	33.5
20-432-40	TELEPHONE & INTERNET	507.59	2,587.66	2,500.00	( 87.66)	103.5
20-432-41	UTILITIES-ELECTRIC	5,811.60	20,557.32	70,000.00	49,442.68	29.4
20-432-45	UTILITIES-GAS	.00	994.93	2,000.00	1,005.07	49.8
20-432-46	CELL PHONE	.00	.00	764.00	764.00	.0
20-432-48	TRASH	.00	50.00	100.00	50.00	50.0
20-432-49	UTILITIES-PROPANE	.00	.00	6,000.00	6,000.00	.0
20-432-50	PERMIT FEES	.00	.00	27,500.00	27,500.00	.0
20-432-52	INSURANCE AND BONDS	.00	5,318.63	8,000.00	2,681.37	66.5
20-432-53	BOOSTER STATION MAINTENANCE	.00	964.62	4,000.00	3,035.38	24.1
20-432-54	WATER MAIN INSTALLATION EXP	.00	.00	2,000.00	2,000.00	.0
20-432-55	METER INSTALL EXPENSE	.00	2,666.38	7,000.00	4,333.62	38.1
20-432-56	MAINTENANCE (PLANT) RO	1,546.89	12,732.17	80,000.00	67,267.83	15.9
20-432-57	TREATMENT/OPERATING SUPPLIES	.00	2,492.90	22,000.00	19,507.10	11.3
20-432-59	WATER WELL MAINTENANCE	96.00	97.99	6,000.00	5,902.01	1.6
20-432-61	OFFICE SUPPLIES	.00	.00	500.00	500.00	.0
20-432-68	COPIER EXPENSE	.00	.00	500.00	500.00	.0
20-432-70	IT SUPPORT	601.61	2,828.08	5,000.00	2,171.92	56.6
20-432-75	SYSTEM REPAIR & MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
20-432-76	EMERGENCY SUPPLY VAULT	.00	900.00	.00	( 900.00)	.0
20-432-85	WATER LEASES	109.50	3,038.00	85,000.00	81,962.00	3.6
20-432-87	EQUIPMENT	.00	.00	15,000.00	15,000.00	.0
20-432-99	OTHER MISCELLANEOUS EXPENSE	.00	90.64	1,000.00	909.36	9.1
	TOTAL OPERATIONS	9,349.84	76,699.36	428,864.00	352,164.64	17.9
	DEBT SERVICE					
20-471-09	LOAN PMT-CWCB	.00	.00	400,000.00	400,000.00	.0
20-471-11	LOAN PAYMENT-USDA	.00	10,223.00	147,072.00	136,849.00	7.0
20-471-12	LEASE/PURCHASE PMT-KAMMERER	3,510.42	21,062.52	42,125.00	21,062.48	50.0
20-471-14	BOTW INTEREST PAYMENT	.00	25,079.67	133,000.00	107,920.33	18.9
20-471-18	OTHER INTEREST EXPENSE	.00	.00	15,560.00	15,560.00	.0
20-471-50	LOAN ISSUANCE COSTS	.00	.00	20,000.00	20,000.00	.0
	TOTAL DEBT SERVICE	3,510.42	56,365.19	757,757.00	701,391.81	7.4
	TOTAL FUND EXPENDITURES	14,563.24	237,640.30	1,629,954.00	1,392,313.70	14.6
	NET REVENUE OVER EXPENDITURES	( 14,030.24)	61,641.66	446,672.00	385,030.34	13.8

## TOWN OF WIGGINS BALANCE SHEET MAY 31, 2025

#### SEWER ENTERPRISE

### ASSETS

30-10100	CASH IN COMBINED CASH FUND		1,314,646.48	
30-10250	COLOTRUST FUND		122.70	
30-10251	HIGH PLAINS SEWER ENTPR FUND		64,155.18	
30-10260	COLOTRUST SEWER PROJECT		122.70	
30-10271	36.77% BOTW DEBT SERVICE		20,463.11	
30-10273	2020 BOTW LOANSINKING FUND		504,827.78	
30-10282	2020 BOTW LOAND.S. RESERVE		148,792.31	
30-10290	CD 1726STORM SEWER WGNS SCH		12,765.96	
30-11500	ACCOUNTS RECEIVABLE		59,926.04	
30-16100	LAND		821,659.00	
30-16200	BUILDINGS		130,310.00	
30-16300	CONSTRUCTION IN PROGRESS		36,921.15	
30-16400	EQUIPMENT		2,711,925.91	
30-16401	OTHER EQUIPMENT		25,098.72	
30-16410	ACCUMULATED DEPRECIATION-EQ	(	928,651.58)	

TOTAL ASSETS

4,923,085.46

#### LIABILITIES AND EQUITY

#### LIABILITIES

30-20200	ACCOUNTS PAYABLE		515.01	
30-20300	ACCRUED COMPENSATED ABSENCES		17,681.97	
30-20301	ACCR'D COMP ABSCURR. PORTION		4,420.49	
30-20400	ACCRUED INTEREST PAYABLE		6,752.60	
30-22550	BOTH 36.77% SEWER LOAN		1,062,880.97	
30-22705	ACCRUED SALARIES & BENEFITS		3,810.93	
30-22900	CUSTOMER DEPOSIT LIABILITY		5,926.90	
30-22905	DEVELOPER PERFORMANCE DEPOSIT		11,750.00	
	TOTAL LIABILITIES			1,113,738.87
	FUND EQUITY			
30-27900	RETAINED EARNINGS		3,873,883.84	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	35,821.98		
	BALANCE - CURRENT DATE		35,821.98	
	TOTAL FUND EQUITY			3,909,705.82
	TOTAL LIABILITIES AND EQUITY			5,023,444.69
			=	

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	REVENUES					
30-34000	SEWER SALES	.00	163,431.81	482,908.00	319,476.19	33.8
30-34440	TAP FEES	.00	.00	240,000.00	240,000.00	.0
30-34450	MISCELLANEOUS SEWER INCOME	.00	( 30.00)	.00	30.00	.0
30-36100	INTEREST EARNED	.00	39.50	400.00	360.50	9.9
	TOTAL FUND REVENUE	.00	163,441.31	723,308.00	559,866.69	22.6

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PROFESSIONAL SERVICES					
30-410-13	FINANCIAL AUDIT	.00	.00	6,531.00	6,531.00	.0
30-410-30	LEGAL SERVICE	.00	.00	2,000.00	2,000.00	.0
30-410-32	PROFESSIONAL SERVICES	1,157.88	4,836.13	15,000.00	10,163.87	32.2
30-410-33	POSTAGE	150.94	601.40	1,000.00	398.60	60.1
30-410-35	COPIER LEASE	22.45	132.40	125.00	( 7.40)	105.9
30-410-40	TRAINING	.00	.00	2,000.00	2,000.00	.0
30-410-44	POSTAGE MACHINE LEASE	28.77	28.77	105.00	76.23	27.4
30-410-67	OFFICE SUPPLIES	.00	.00	100.00	100.00	.0
30-410-68	COPIER EXPENSE	.00	.00	200.00	200.00	.0
	TOTAL PROFESSIONAL SERVICES	1,360.04	5,598.70	27,061.00	21,462.30	20.7
	SEWER ADMINISTRATION					
30-411-14	EMPLOYEE SALARIES-ADMIN	.00	28,387.08	.00	( 28,387.08)	.0
30-411-15	ADMINISTRATION DEPT EMPLOYEES	.00	.00	82,459.00	82,459.00	.0
30-411-20	EMPLOYEE BENEFITS	.00	2,017.60	5,015.00	2,997.40	40.2
30-411-22	FICA & MEDICARE	.00	2,248.63	6,308.00	4,059.37	35.7
30-411-23	457 RETIREMENT	.00	415.46	2,873.00	2,457.54	14.5
30-411-25	UNEMPLOYMENT INSURANCE	.00	41.70	45.00	3.30	92.7
30-411-26	WORKERS' COMPENSATION	.00	.00	165.00	165.00	.0
30-411-70	IT SUPPORT	601.60	2,828.10	4,400.00	1,571.90	64.3
30-411-72	UTILITY SOFTWARE EXPENSE	.00	.00	1,000.00	1,000.00	.0
	TOTAL SEWER ADMINISTRATION	601.60	35,938.57	102,265.00	66,326.43	35.1
	PUBLIC WORKS ADMINISTRATION					
30-430-11	SALARIES & WAGES	.00	.00	47,943.00	47,943.00	.0
30-430-12	SALARY-PW MAINTENANCE	180.29	18,609.03	.00	( 18,609.03)	.0
30-430-20	EMPLOYEE BENEFITS	.00	1,994.67	6,404.00	4,409.33	31.2
30-430-22	FICA & MEDICARE	.00	1,308.10	3,668.00	2,359.90	35.7
30-430-23	457 RETIREMENT	.00	541.57	1,404.00	862.43	38.6
30-430-25	UNEMPLOYMENT	.00	28.93	96.00	67.07	30.1
30-430-26	WORKERS' COMPENSATION	.00	1,233.68	100.00	( 1,133.68)	1233.7
	TOTAL PUBLIC WORKS ADMINISTRATION	180.29	23,715.98	59,615.00	35,899.02	39.8

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WWTP					
30-431-22	EQUIPMENT MAINTENANCE/REPAIRS	.00	.00	1,500.00	1,500.00	.0
30-431-41	UTILITIES-ELECTRIC	.00	.00	500.00	500.00	.0
30-431-45	UTILTIES-GAS	.00	.00	400.00	400.00	.0
30-431-48	TRASH	.00	.00	876.00	876.00	.0
30-431-51	WWTP ENGINEERING & CONTINGENCY	.00	.00	6,500.00	6,500.00	.0
30-431-59	ENGINEERING DESIGN	.00	.00	14,000.00	14,000.00	0.
30-431-62		.00	1,757.94	800.00	( 957.94)	219.7
		.00	.00	25,000.00	25,000.00	.0
30-431-75	VEHICLE REPAIRS	.00	.00	4,000.00	4,000.00	.0
	TOTAL WWTP	.00	1,757.94	53,576.00	51,818.06	3.3
	OPERATIONS					
30-432-00	LINE MAINTENANCE	.00	125.98	6,500.00	6,374.02	1.9
30-432-05	UTILITY LOCATE EXPENSE	.00	148.07	500.00	351.93	29.6
30-432-30	CONTRACT OPERATOR	.00	1,200.00	6,500.00	5,300.00	18.5
30-432-41	UTILITIES-ELECTRIC	2,297.08	9,943.42	29,000.00	19,056.58	34.3
30-432-42	TELEPHONE/INTERNET	226.92	1,176.47	1,000.00	( 176.47)	117.7
30-432-45	UTILITIESGAS	.00	111.54	500.00	388.46	22.3
30-432-46	CELL PHONE	.00	.00	300.00	300.00	.0
30-432-48	TRASH	.00	153.00	500.00	347.00	30.6
30-432-50	PERMIT FEES	.00	.00	3,500.00	3,500.00	.0
30-432-51	ANALYTICAL/SAMPLING EXPENSE	.00	1,213.00	8,000.00	6,787.00	15.2
30-432-52	INSURANCE AND BONDS	.00	5,318.63	9,000.00	3,681.37	59.1
30-432-53	SEWER CLEANING/VIDEO	.00	.00	20,000.00	20,000.00	.0
30-432-54	INSTALLATION OF LINE EXPENSE	.00	.00	500.00	500.00	.0
30-432-55	GENERAL MAINT CENT LIFT ST	.00	31.99	500.00	468.01	6.4
30-432-56	GENERAL MAINTENANCE OF PLANT	.00	2,461.74	17,500.00	15,038.26	14.1
30-432-57	GENERAL MAINT JOHNSON LT ST	.00	6,516.85	5,000.00	( 1,516.85)	130.3
30-432-59	ENGINEERING DESIGN	.00	.00	5,000.00	5,000.00	.0
30-432-60	TREATMENT OPERATIONS	.00	7,035.20	8,500.00	1,464.80	82.8
30-432-61	OFFICE SUPPLIES	.00	77.94	200.00	122.06	39.0
30-432-75	CAPITAL OUTLAY - LINES	.00	.00	60,000.00	60,000.00	.0
30-432-99	OTHER MISCELLANEOUS EXPENSE	.00	14.65	100.00	85.35	14.7
	TOTAL OPERATIONS	2,524.00	35,528.48	182,600.00	147,071.52	19.5
	DEBT SERVICE					
30-471-14	BOTW INTEREST PAYMENT	.00	25,079.66	105,000.00	79,920.34	23.9
	TOTAL DEBT SERVICE	.00	25,079.66	105,000.00	79,920.34	23.9
	TOTAL FUND EXPENDITURES	4,665.93	127,619.33	530,117.00	402,497.67	24.1

	PER	OD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(	4,665.93)	35,821.98	193,191.00	157,369.02	18.5

## TOWN OF WIGGINS BALANCE SHEET MAY 31, 2025

#### SALES TAX CAPITAL IMPROVEMENT

#### ASSETS

40-10250 40-10251	CASH IN COMBINED CASH FUND COLOTRUST FUND HIGH PLAINS 1% TAX FUND ACCOUNTS RECEIVABLE TOTAL ASSETS		(	184,193.97) 122.70 15,895.82 53,509.85	(	114,665.60)
	LIABILITIES AND EQUITY					
	LIABILITIES					
	ACCOUNTS PAYABLE FUND BALANCE		(	2,294.30) 203,711.32)		
	TOTAL LIABILITIES				(	206,005.62)
	FUND EQUITY					
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	96,540.17				
	BALANCE - CURRENT DATE			96,540.17		
	TOTAL FUND EQUITY					96,540.17
	TOTAL LIABILITIES AND EQUITY				(	109,465.45)

#### SALES TAX CAPITAL IMPROVEMENT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	REVENUES					
40-31300 40-36100 40-36503	1% TOWN SALES TAX INTEREST EARNED GRANTDOLA	27,849.97 .00 .00	128,604.97 559.26 .00	321,264.00 76.00 46,000.00	192,659.03 ( 483.26) 46,000.00	40.0 735.9 .0
	TOTAL FUND REVENUE	27,849.97	129,164.23	367,340.00	238,175.77	35.2

#### SALES TAX CAPITAL IMPROVEMENT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL PROJECTS					
40-430-05	CIP-NORTH STORM DETENTION	.00	.00	75,000.00	75,000.00	.0
40-430-16	CIP-TOWN HALL DIGITAL SIGN	.00	.00	2,500.00	2,500.00	.0
40-430-18	CIP-NON POT WATER MAIN	11,269.32	32,624.06	105,000.00	72,375.94	31.1
40-430-22	CIP-ENTRY SIGN IMPROVEMENTS	.00	.00	10,000.00	10,000.00	.0
	TOTAL CAPITAL PROJECTS	11,269.32	32,624.06	192,500.00	159,875.94	17.0
	TOTAL FUND EXPENDITURES	11,269.32	32,624.06	192,500.00	159,875.94	17.0
	NET REVENUE OVER EXPENDITURES	16,580.65	96,540.17	174,840.00	78,299.83	55.2

## TOWN OF WIGGINS BALANCE SHEET MAY 31, 2025

#### SALES TAX STREETS

### ASSETS

45-10100	CASH IN COMBINED CASH FUND		358,782.79	
45-11500	ACCOUNTS RECEIVABLE		53,509.86	
	TOTAL ASSETS			412,292.65
	LIABILITIES AND EQUITY			
	LIABILITIES			
45-20200	ACCOUNTS PAYABLE		.01	
45-25320	FUND BALANCE		313,669.20	
	TOTAL LIABILITIES			313,669.21
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	124,574.76		
	BALANCE - CURRENT DATE	_	124,574.76	
	TOTAL FUND EQUITY			124,574.76
	TOTAL LIABILITIES AND EQUITY			438,243.97

### SALES TAX STREETS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	REVENUES					
45-31300 45-36100	1% TOWN SALES TAX (2022) INTEREST EARNED	27,849.97 .00	128,604.96	320,556.00 17,905.00	191,951.04 17,905.00	40.1
	TOTAL FUND REVENUE	27,849.97	128,604.96	338,461.00	209,856.04	38.0

#### TOWN OF WIGGINS EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 5 MONTHS ENDING MAY 31, 2025

#### SALES TAX STREETS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL PROJECTS					
45-430-11	CIP-CHAPMAN 3RD TO 4TH	.00	.00	300,000.00	300,000.00	.0
45-430-12	CIP-3RD AVE CHAPMAN TO MAIN ST	.00	.00	250,000.00	250,000.00	.0
45-430-59	CIP ENGINEERING SERVICES	.00	.00	15,000.00	15,000.00	.0
	TOTAL CAPITAL PROJECTS	.00	.00	565,000.00	565,000.00	.0
	DEPARTMENT 431					
45-431-22	REPAIRS & MAINTENANCE-STREETS	1,898.65	4,030.20	50,000.00	45,969.80	8.1
45-431-24	SNOW REMOVAL	.00	.00	15,000.00	15,000.00	.0
	TOTAL DEPARTMENT 431	1,898.65	4,030.20	65,000.00	60,969.80	6.2
	TOTAL FUND EXPENDITURES	1,898.65	4,030.20	630,000.00	625,969.80	.6
	NET REVENUE OVER EXPENDITURES	25,951.32	124,574.76	( 291,539.00)	( 416,113.76)	42.7

#### TOWN OF WIGGINS BALANCE SHEET MAY 31, 2025

#### CONSERVATION TRUST

#### ASSETS

50-10250	CASH IN COMBINED CASH FUND COLOTRUST FUND HIGH PLAINS CNSRVTN TRST FUND				12,740.87 122.70 14,339.07		
	TOTAL ASSETS						27,202.64
	LIABILITIES AND EQUITY						
	LIABILITIES						
50-20200	ACCOUNTS PAYABLE				720.95		
50-25320	FUND BALANCE				26,737.47		
	TOTAL LIABILITIES						27,458.42
	FUND EQUITY						
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(	3,836.87)				
	BALANCE - CURRENT DATE			(	3,836.87)		
	TOTAL FUND EQUITY					(	3,836.87)
	TOTAL LIABILITIES AND EQUITY						23,621.55

#### TOWN OF WIGGINS REVENUES WITH COMPARISON TO BUDGET FOR THE 5 MONTHS ENDING MAY 31, 2025

#### CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUES					
CT - ST PROCEEDS (LOTTERY) INTEREST EARNED	.00	4,803.81 9.37	17,100.00 54.00	12,296.19 44.63	28.1 17.4
TOTAL FUND REVENUE	.00	4,813.18	17,154.00	12,340.82	28.1

#### TOWN OF WIGGINS EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 5 MONTHS ENDING MAY 31, 2025

#### CONSERVATION TRUST

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEPARTMENT 430					
50-430-16	TOWN PARKS IMPROVEMENTS	.00	1,641.60	10,000.00	8,358.40	16.4
50-430-17	CAPITAL OUTLAY -BLEACHER SHADE	2,208.00	4,623.82	10,000.00	5,376.18	46.2
	TOTAL DEPARTMENT 430	2,208.00	6,265.42	20,000.00	13,734.58	31.3
	PARK OPERATIONS					
50-452-60	REPAIRS AND MAINTENANCE	.00	2,384.63	.00	( 2,384.63)	.0
	TOTAL PARK OPERATIONS	.00	2,384.63	.00	( 2,384.63)	.0
	TOTAL FUND EXPENDITURES	2,208.00	8,650.05	20,000.00	11,349.95	43.3
	NET REVENUE OVER EXPENDITURES	( 2,208.00)	( 3,836.87)	( 2,846.00)	990.87	(134.8)



# **STAFF SUMMARY**

# Board of Trustees Meeting MAY 28, 2025

Date: May 23, 2025

### ADGENDA ITEM NUMBER:

**TOPIC:** Consideration of Resolution 12-2025 - A Resolution Approving an Exclusive Right-to-Sell Listing Contract

Responsible Staff Member: Craig Miller, Town Manager

### BACKGROUND

The Town purchased the Glassey property for water rights and the potential use of the land for water recharge operations.

#### **SUMMARY**

The Town wishes to sell a portion of the property to a local developer to better serve its purposes. The Town will consider using a more convenient location for water recharge operations; thus, not all of the property will be needed. This sale will be for approximately 40 acres of land fronting Highway 34 in Fort Morgan.

### FISCAL IMPACT

Adoption of this Resolution has a positive impact on the budget, allowing for the repayment of loans to purchase the property and the use of the proceeds to support infrastructure projects.

### APPLICABILITY TO TOWN OBJECTS AND GOALS TO PROVIDE SERVICES

This supports the Board's desire to be fiscally responsible.

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

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

#### **MOTION FOR APPROVAL**

I make a motion to adopt Resolution 12-2025 - A Resolution Approving an Exclusive Right-to-Sell Listing Contract.

## ACTION REQUESTED

MOTION, SECOND, ROLL-CALL VOTE (Resolutions require affirmative votes from the majority of Trustees present)



1

2

3

4 5

6

7 8

9

10 11

12

13

14 15 16

17 18 19

20 21

22 23

28

42

43

44

45 46

47

48

49

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LC50-8-24) (Mandatory 8-24).

THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

Compensation charged by brokerage firms is not set by law and is fully negotiable.

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY, OR TRANSACTION-BROKERAGE.

# EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

□ SELLER AGENCY ☑ TRANSACTION-BROKERAGE

Date: 5/1/2025

24 AGREEMENT. Seller and Brokerage Firm enter into this exclusive, irrevocable contract (Seller Listing 1. 25 Contract) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage 26 services to Seller. Seller agrees to pay Brokerage Firm as set forth in this Seller Listing Contract. 27

#### 29 2. **BROKER AND BROKERAGE FIRM.**

30 X 2.1. Multiple-Person Firm. If this box is checked, Broker (as defined below) is the individual 31 designated by Brokerage Firm to serve as the broker of Seller and to perform the services for Seller required 32 by this Seller Listing Contract. If more than one individual is so designated, then references in this Seller 33 Listing Contract to Broker include all persons so designated, including substitute or additional brokers. The 34 brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm, 35 or to any other brokers employed or engaged by Brokerage Firm who are not so designated. 36

37 2.2. **One-Person Firm.** If this box is checked, Broker (as defined below) is a brokerage firm with only 38 one licensed person. References in this Seller Listing Contract to Broker or Brokerage Firm mean both the 39 licensed person and brokerage firm who serve as the Broker of Seller and perform the services for Seller 40 required by this Seller Listing Contract. 41

#### **DEFINED TERMS.** 3.

- 3.1. Seller: Town of Wiggins
- 3.2. Brokerage Firm: Colorado Land Company
- 3.3. Broker: Kent A. Lindell
- 3.4. **Property.** The Property is the following legally described real estate in the County of *Morgan*, Colorado:

SW4NW4NW4 Sec 3 T3N R57W (approximately 39 acres) 50

51 known as No. TBD US Hwy 34 Fort Morgan, CO 80701,

52 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant 53 thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

54

□ 3.5. Affordable Housing. If this box is checked, Seller represents, to the best of Seller's actual 55

knowledge, the Property IS part of an affordable housing program. If this box is NOT checked, Seller 56 represents that Property is **NOT** part of an affordable housing program.

57

LC50-8-24. EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

Page 1 of 12

Initials \_\_\_\_\_

### 3.6. Sale; Lease.

58

<u>\$9</u>

60

61

62

67

68

69

70

71

72

73

74 75

76

77

78

79

80

81

82

83 84

85 86

87

88

89

90

91

92

93

94

95

96

97

100

104

105

A "Sale" of the Property is the voluntary transfer or exchange of any interest in the 3.6.1. Property or the voluntary creation of the obligation to convey any interest in the Property, including a contract or lease. It also includes an agreement to transfer any ownership interest in an entity which owns the Property.

63 3.6.2. If this box is checked, Seller authorizes Broker to negotiate a lease of the Property. "Lease of 64 the Property" or "Lease" means any agreement between the Seller and a tenant to create a tenancy or 65 leasehold interest in the Property. 68

3.7. Listing Period. The Listing Period of this Seller Listing Contract begins on 5/16/2025, and continues through the earlier of (1) completion of the Sale or, if applicable, Lease of the Property or (2) 12/31/2025, and any written extensions (Listing Period). Broker must continue to assist in the completion of any Sale or Lease of the Property for which compensation is due and payable to Brokerage Firm under § 7 of this Seller Listing Contract.

3.8. **Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date upon which both parties have signed this Seller Listing Contract.

3.9. Day; Computation of Period of Days, Deadline.

**3.9.1.** Day. As used in this Seller Listing Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

3.9.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified (e.g., three days after MEC), the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday, or federal or Colorado state holiday (Holiday), such deadline 🛛 Will 🗆 Will Not be extended to the next day that is not a Saturday, Sunday, or Holiday. Should neither box be checked, the deadline will not be extended.

#### 4. **BROKERAGE RELATIONSHIP.**

If the Seller Agency box at the top of page 1 is checked, Broker represents Seller as Seller's 4.1. limited agent (Seller's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction-Broker.

In-Company Transaction - Different Brokers. When Seller and buyer in a transaction are 4.2. working with different brokers within the Brokerage Firm, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Seller acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.

In-Company Transaction - One Broker. If Seller and buyer are both working with the same 4.3. Broker, Broker must function as:

4.3.1. Seller's Agent. If the Seller Agency box at the top of page 1 is checked, the parties agree 98 the following applies: 99

Seller Agency Unless Brokerage Relationship with Both. Broker represents 4.3.1.1. 101 Seller as Seller's Agent and must treat the buyer as a customer. A customer is a party to a transaction with 102 whom Broker has no brokerage relationship. Broker must disclose to such customer the Broker's relationship 103 with Seller. However, if Broker delivers to Seller a written Change of Status that Broker has a brokerage relationship with the buyer then Broker is working with both Seller and buyer as a Transaction Broker. If the box in § 4.3.1.2. (Seller Agency Only) is checked, § 4.3.1.2. (Seller Agency Only) applies instead.

106 4.3.1.2 Seller Agency Only. If this box is checked, Broker represents Seller as Seller's Agent 107 and must treat the buyer as a customer. 108

4.3.2. Transaction-Broker. If the Transaction-Brokerage box at the top of page 1 is checked, or 109 in the event neither box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-110 Broker must perform the duties described in § 5 and facilitate sales transactions without being an advocate or 111 112 agent for either party. If Seller and buyer are working with the same Broker, Broker must continue to function 113 as a Transaction-Broker. 114

115

EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT LC50-8-24.

Page 2 of 12

HD 5. BROKERAGE DUTIES. Broker, on behalf of Brokerage Firm as either a Transaction-Broker or a Seller's 117 Agent, must perform the following "**Uniform Duties**" when working with Seller: 118

Broker must exercise reasonable skill and care for Seller, including, but not limited to the following: 5.1

5.1.1. Performing the terms of any written or oral agreement with Seller;

121 5.1.2. Presenting all offers to and from Seller in a timely manner regardless of whether the 122 Property is subject to a contract for Sale; 123

5.1.3. Disclosing to Seller adverse material facts actually known by Broker;

124 5.1.4. Advising Seller regarding the transaction and advising Seller to obtain expert advice as to 125 material matters about which Broker knows but the specifics of which are beyond the expertise of Broker; 126

> 5.1.5. Accounting in a timely manner for all money and property received; and

5.1.6. Keeping Seller fully informed regarding the transaction.

Broker must not disclose the following information without the informed consent of Seller: 5.2.

5.2.1. That Seller is willing to accept less than the asking price for the Property;

5.2.2. What the motivating factors are for Seller to sell the Property;

5.2.3. That Seller will agree to financing terms other than those offered;

134 5.2.4. Any material information about Seller unless disclosure is required by law or failure to 135 disclose such information would constitute fraud or dishonest dealing; or

136 5.2.5. Any facts or suspicions regarding circumstances that could psychologically impact or 137 stigmatize the Property. 138

Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker 5.3. 139 or designee for the purpose of proper supervision, provided such supervising broker or designee does not 140 further disclose such information without consent of Seller, or use such information to the detriment of Seller. 141

142 Brokerage Firm may have agreements with other sellers to market and sell their properties. 5.4. 143 Broker may show alternative properties not owned by Seller to other prospective buyers and list competing 144 properties for sale.

145 5.5. Broker is not obligated to seek additional offers to purchase the Property while the Property is 146 subject to a contract for Sale. 147

5.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of a 148 buyer and has no duty to independently verify the accuracy or completeness of statements made by Seller or 149 independent inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial 150 151 condition or to verify the accuracy or completeness of any statement made by a buyer.

152 5.7. Seller understands that Seller is not liable for Broker's acts or omissions that have not been 153 approved, directed, or ratified by Seller.

154 When asked, Broker Will Will Not disclose to prospective buyers and cooperating brokers 5.8. 155 the existence of offers on the Property and whether the offers were obtained by Broker, a broker within 156 Brokerage Firm, or by another broker. If Broker wishes to disclose the terms of any offer, Broker must first 157 obtain the Seller's written consent. 158

160 ADDITIONAL DUTIES OF SELLER'S AGENT. If the Seller Agency box at the top of page 1 is checked, 6. 161 Broker is Seller's Agent, with the following additional duties: 162

6.1. Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;

Seeking a price and terms that are set forth in this Seller Listing Contract; and 6.2.

164 6.3. Counseling Seller as to any material benefits or risks of a transaction that are actually known by 165 Broker. 166

#### 168 COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO BUYER BROKERAGE FIRM. Seller 7.

169 agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property will be 170 earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by 171 Seller or by any other person in connection with the Sale of the Property.

Amount. In consideration of the services to be performed by Broker, Seller agrees to pay 7.1.

173 174

172

159

163

167

119

120

127 128

129

130

131

132

133

EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT LC50-8-24.

Page 3 of 12

Brokerage Firm as follows: 175

> Sale Compensation. (1) 4.5 % of the gross purchase price or (2) n/a, in U.S. dollars. 7.1.1.

177 If buyer's brokerage firm: (i) procures a buyer; and (ii) the transaction results in a 7.1.1.1. 178 closing of the Sale of the Property to such buyer, Seller's Brokerage Firm may enter into a compensation 179 agreement with buyer's brokerage firm to contribute from the Sale Compensation an amount of  $n/a^{\circ}$  of the 180 gross purchase price or \$n/a, in U.S. dollars to buyer's brokerage firm. 181

7.1.1.2. If Seller agrees to pay the buyer's brokerage firm pursuant to the contract between 182 183 buyer and Seller, Seller's compensation to Seller's Brokerage Firm will be reduced by that amount not to 184 exceed the buyer's brokerage firm compensation set forth in §7.1.1.1.

185 7.1.2. Lease Compensation. If the box in § 3.6.2. is checked, Brokerage Firm will be paid a fee 186 equal to (1) n/a % of the gross rent under the lease, or (2) n/a, in U.S. dollars, payable as follows: n/a. 187 Brokerage Firm agrees to contribute from the Lease Compensation to tenant's brokerage firm an amount of 188 n/a % of the gross rent or n/a, in U.S. dollars if: (i) tenant's brokerage firm procures the tenant; and (ii) the 189 tenant enters into a lease with owner or owner's agent for the Property. 190

> Other Compensation. 7.1.3.

192 n/a

191

193

176

7.2. When Earned. Such compensation is earned upon the occurrence of any of the following:

194 7.2.1. Any Sale of the Property within the Listing Period by Seller, by Broker or by any other 195 person; 196

7.2.2. Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as 197 198 specified in this Seller Listing Contract; or

199 7.2.3. Any Sale (or Lease if § 3.6.2. is checked) of the Property within 30 calendar days after the 200 Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name 201 was submitted, in writing, to Seller by Broker during the Listing Period (Submitted Prospect). However, Seller 202 Will Will Not owe the compensation to Brokerage Firm under this § 7.2.3. if a compensation is earned 203 by another licensed brokerage firm acting pursuant to an exclusive agreement entered into during the 204 Holdover Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this § 205 7.2.3., then Seller does not owe the compensation to Brokerage Firm. 206

7.3. When Applicable and Payable. The compensation obligation applies to a Sale made during the 207 208 Listing Period or any extension of such original or extended term. The compensation described in § 7.1.1. is 209 payable at the time of the closing of the Sale, or, if there is no closing (due to the refusal or neglect of Seller) 210 then on the contracted date of closing, as contemplated by § 7.2.1. or § 7.2.3., or upon fulfillment of § 7.2.2. 211 where the offer made by such buyer is not accepted by Seller. 212

213 8. LIMITATION ON THIRD-PARTY COMPENSATION. Neither Broker nor Brokerage Firm, except as set 214 forth in § 7, will accept compensation from any other person or entity in connection with the Property without 215 the written consent of Seller. Additionally, neither Broker nor Brokerage Firm is permitted to assess or receive 216 mark-ups or other compensation for services performed by any third party or affiliated business entity unless 217 Seller signs a separate written consent for such services. 218

OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES (MLS) AND MARKETING. Seller 219 9. 220 has been advised by Broker of the advantages and disadvantages of various marketing methods, including 221 advertising and the use of multiple listing services (MLS) and various methods of making the Property 222 accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.) and whether 223 some methods may limit the ability of another broker to show the Property. After having been so advised, 224 Seller has chosen the following: 225

#### MLS/Information Exchange. 9.1.

226 9.1.1. The Property 🛛 Will 🗌 Will Not be submitted to one or more MLS and 🖾 Will 227 Will Not be submitted to one or more property information exchanges. If submitted, Seller authorizes 228 Broker to provide a copy of this Seller Listing Contract to the MLS or information exchange, if requested, 229 230 timely provide notice of any listing status change (e.g.: active, under contract, pending, sold) to such MLS 231 and information exchanges, and, upon transfer of deed from Seller to buyer, provide all required sales 232

LC50-8-24.

EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

Page 4 of 12

233	informat	ion to suc	ch MLS and information exchanges.
234		9.1.2.	Seller authorizes the use of electronic and all other marketing methods except:
235 238	No exc	eptions	
230		9.1.3.	Seller further authorizes use of the data by MLS and property information exchanges, if
238	any.		
Z39		9.1.4.	The Property Address 🔀 Will \Box Will Not be displayed on the Internet.
240		9.1.5.	The Property Listing 🛛 Will 🗆 Will Not be displayed on the Internet.
241	9.2	Prope	erty Access.
242 243		9.2.1.	-
244		E C	
245		5	Electronic Lock Box
248			vacant land
247		0	
248		<b>n</b> /	ther instructions:
249 250		-	
251	uning the		Other than Broker, Seller further authorizes the following persons to access the Property described in § 9.2.1.
252	using the		Actively Licensed Real Estate Brokers 🛛 Licensed Appraisers
253			Unlicensed Broker Assistants Unlicensed Inspectors
254			Other: n/a
255 258	9.3		er Marketing.
257	3.5.	9.3.1.	The following specific marketing tasks will be performed by Broker:
258	Listina		will market the property on two MLS systems specifically, coloproperty.com,
259			n, ires.com, metrolist.com. Listing Broker will use ListHub as a syndication
260			h many other websites that are highly rated by Consumers. The Listing Broker
261			websites such as www.realtor.com, www.zillow.com, www.trulia.com,
263			ands of America and any other websites that the Broker feels will fit the
264	proper	ty speci	fications. Listing Broker will market on Social Media platforms. The Broker will
265	design	a 2 pag	e full color brochure & install a yard sign. Broker will do direct marketing to
266	<b>Buyers</b>		
267		9.3.2.	Seller authorizes videos and pictures of both the interior and exterior of the Property
268	except:		

N/A 270 9.4. Marketing Termination. Broker and Brokerage Firm may discontinue using any marketing 271 materials if, in Brokerage Firm's sole discretion, Broker or Brokerage Firm receives a credible threat of 272 litigation or a complaint regarding the use of such marketing material. Upon expiration of the Listing Period 273 27and request from Seller. Broker will use reasonable efforts to remove information submitted to the MLS 275 and/or information exchanges. Seller understands that information submitted to either the MLS or information 276 exchanges may be difficult, if not impossible, to remove from syndicators and the Internet and releases 277 Broker from any liability for Broker's inability to remove the information.

#### 279 SELLER'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT. 10. 280

Negotiations and Communication. Seller agrees to conduct all negotiations for the Sale or 10.1. 281 Lease of the Property only through Broker and to refer to Broker all communications received in any form 282 from real estate brokers, prospective buyers, tenants, or any other source during the Listing Period of this 283 284 Seller Listing Contract.

285 10.2. Advertising. Seller agrees that any advertising of the Property by Seller (e.g., Internet, print, 286 and signage) must first be approved by Broker. 237

No Existing Listing Agreement. Seller represents that Seller . Is Is Not currently a party 10.3. to any listing agreement with any other broker to sell the Property. Seller further represents that Seller 🗌 Has Ker Has Not received a list of "Submitted Prospects" pursuant to a previous listing agreement to sell the

LC50-8-24. EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

Page 5 of 12

Initials

276

238

289

290

Property with any other broker.

292 Ownership of Materials and Consent. Seller represents that all materials (including all 10.4. 296 photographs, renderings, images, videos, or other creative items) supplied to Broker by or on behalf of Seller 294 are owned by Seller, except as Seller has disclosed in writing to Broker. Seller is authorized and grants to 295 Broker, Brokerage Firm, and any MLS (that Broker submits the Property to) a nonexclusive irrevocable, 296 297 royalty-free license to use such material for marketing of the Property, reporting as required as well as the 298 publishing, display, and reproduction of such material, compilation, and data. This license survives the 299 termination of this Seller Listing Contract. Unless agreed to otherwise, all materials provided by Broker 300 (photographs, renderings, images, videos, or other creative items) may not be used by Seller for any reason.

301 Colorado Foreclosure Protection Act. The Colorado Foreclosure Protection Act (Act) 10.5. 302 generally applies if (1) the Property is residential, (2) Seller resides in the Property as Seller's principal 303 residence, (3) buyer's purpose in purchase of the Property is not to use the Property as buyer's personal 304 residence, and (4) the Property is in foreclosure or buyer has notice that any loan secured by the Property is 305 at least thirty (30) days delinquent or in default. If all requirements 1, 2, 3, and 4 are met and the Act 306 otherwise applies, then a contract between buyer and Seller for the sale of the Property that complies with 307 the provisions of the Act is required. If the transaction is a Short Sale transaction and a Short Sale 308 309 Addendum is part of the Contract between Seller and buyer, the Act does not apply. It is recommended that 310 Seller consult with an attorney.

11. **PRICE AND TERMS.** The following Price and Terms are acceptable to Seller:

11.1. Price. U.S. \$ <u>1,560,000</u>

11.2. Terms. 🖾 Cash 🖾 Conventional 🗌 FHA 🗌 VA 🗌 Other: <u>n/a</u>

11.3. Loan Discount Points.

317 <u>n/a</u> 318 <u>n/a</u>

311 312

313

314

315

318

320

321 322

323

324

325

326

327

328

339

**11.4.** Buyer's Closing Costs (FHA/VA). Seller must pay closing costs and fees, not to exceed \$ <u>n/a</u>, that Buyer is not allowed by law to pay, for tax service and <u>n/a</u>.

11.5. Earnest Money. Minimum amount of earnest money deposit U.S. \$ <u>20,000</u> in the form of <u>cash</u>, <u>check, no notes unless 1031</u>

11.6. Seller Proceeds. Seller will receive net proceeds of closing as indicated: Cashier's Check at Seller's expense; Funds Electronically Transferred (Wire Transfer) to an account specified by Seller, at Seller's expense; or Closing Company's Trust Account Check. Wire and other frauds occur in real estate transactions. Any time Seller is supplying confidential information such as social security numbers or bank account numbers, Seller should provide the information in person or in another secure manner.

11.7. FIRPTA. Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), the Internal
 Revenue Service (IRS) may require a substantial portion of Seller's proceeds be withheld after Closing when
 Seller is a foreign person. If the box in this Section is checked, Seller represents that Seller IS a foreign
 person for purposes of U.S. income taxation and authorizes Broker to disclose such status. If the box in this
 Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income
 taxation.

11.8. Colorado Withholding. If Seller is not exempt, the Colorado Department of Revenue may
 require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado
 resident after Closing.

12. DEPOSITS. Brokerage Firm is authorized to accept earnest money deposits received by Broker
 pursuant to a proposed contract for the Sale of the Property. Brokerage Firm is authorized to deliver the
 earnest money deposit to the closing agent, if any, at or before the closing of the contract for the Sale of the
 Property.

# **13.** INCLUSIONS AND EXCLUSIONS.

**13.1. Inclusions.** The Purchase Price includes the following items (Inclusions):

13.1.1. Inclusions – Attached. If attached to the Property on the date of this Seller Listing

LC50-8-24.

347

348

EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT Page 6 of 12

Initials \_

Contract, the following items are included unless excluded under §13.2. (Exclusions): lighting, heating, 350 351 plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) 352 wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen 353 appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door 354 openers (including n/a remote controls). If checked, the following are owned by the Seller and included 355 (leased items should be listed under §13.1.6. (Leased Items)): 🖾 None 🗔 Solar Panels 🗔 Water Softeners 356 Security Systems Satellite Systems (including satellite dishes). If any additional items are attached to 357 the Property after the date of this Seller Listing Contract, such additional items are also included. 358

13.1.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of
 this Seller Listing Contract, the following items are included unless excluded under §13.2. (Exclusions): storm
 windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and
 treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves,
 storage sheds, carbon monoxide alarms, smoke/fire detectors, and all keys.

13.1.3. Other Inclusions. The following items, whether fixtures or personal property, are also
 included in the Purchase Price:

# None

13.1.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels)
 must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real
 estate taxes for the year of Closing), liens and encumbrances, except:

371 <u>None</u>

13.1.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of
 sale or other applicable legal instrument.

#### 13.1.6. Leased Items.

376

375

**13.1.6.1.** The following leased items are part of the transaction:

377 None

13.1.6.2. Lease Documents. Seller agrees to supply to buyer, as will be set forth in the final
 contract between Seller and buyer, the documents between Seller and Seller's lessor regarding the lease,
 leased item, cost, and other terms including requirements imposed upon a buyer if buyer is assuming the
 leases.

**13.2. Exclusions.** The following are excluded (Exclusions):

The sale and transfer of the property from Seller to Buyer shall not include any oil, gas, and mineral rights, all of which shall be retained and reserved by the Seller its successors and assigns, which reservation of mineral rights shall appear in the general warranty deed from Seller to Buyer

**13.3.** Trade Fixtures. The following trade fixtures are included:

#### 389 <u>n/a</u> 390

388

391

392

353

394 395

396

399

The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes (except personal property taxes for the year of closing), liens and encumbrances, except <u>n/a</u>. Conveyance will be by bill of sale or other applicable legal instrument.

**13.4.** Parking and Storage Facilities. The use or ownership of the following parking facilities: *n/a*; and the use or ownership of the following storage facilities:

397 <u>n/a</u> 398

### 13.5. Water Rights/Well Rights.

**13.5.1.** Deeded Water Rights. The following legally described water rights:

400	<b>13.3.1.</b> Decuci Water Rights. The following legally described water rights.
401	n/a
402	
403	Seller agrees to convey any deeded water rights by a good and sufficient <i>n/a</i> deed at Closing.
404	<b>13.5.2.</b> Other Rights Relating to Water. The following rights relating to water not included in §§
405	13.5.1., 13.5.3., and 13.5.4.:
406	<u>n/a</u>
407	

LC50-8-24. EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

Page 7 of 12

- 13.5.3. Well Rights. The Well Permit # is <u>n/a</u>.
- □ 13.5.4. Water Stock Certificates. The water stock certificates are as follows:
- 410 n/a -11

408

409

412

413

414 415

416 417

418

419

420

423 424

425

426

427

428

429

430

440 441

444

445

446

447

448 449

460 461 13.6. Growing Crops. The following growing crops:

All 2025 crops and FSA payments to be the property of Seller through time of harvest; Seller reserves the right to the away-going crop, including ingress and egress for harvest of the same.

#### TITLE AND ENCUMBRANCES. 14.

14.1. **Seller Representation.** Seller represents that title to the Property is solely in Seller's name.

14.2. Delivery of Documents. Seller must deliver to Broker true copies of all relevant title materials, leases, improvement location certificates and surveys in Seller's possession and must disclose all 421 422 easements, liens, and other encumbrances, if any, on the Property, of which Seller has knowledge.

14.3. **Conveyance.** In case of Sale, Seller agrees to convey the Property, by a good and sufficient: special warranty deed M general warranty deed bargain and sale deed guit claim deed  $\Box$  personal representative's deed  $\Box$  n/a deed. If title will be conveyed using a special warranty deed or a general warranty deed, unless otherwise specified in § 28 (Additional Provisions) below, title will be conveyed "subject to statutory exceptions" as defined in § 38-30-113, C.R.S. Seller's conveyance of the Property to a buyer will convey only that title Seller has in the Property.

431 Monetary Encumbrances. Property must be conveyed free and clear of all taxes, except the 14.4. 432 general taxes for the year of closing. All monetary encumbrances (such as mortgages, deeds of trust, liens, 433 financing statements) must be paid by Seller and released except as Seller and buyer may otherwise agree. 434 Existing monetary encumbrances are as follows:

#### 435 n/a 436

If the Property has been or will be subject to any governmental liens for special improvements installed at the 437 time of signing a contract for the Sale of the Property, Seller is responsible for payment of same, unless 438 otherwise agreed. 439

14.5. **Tenancies.** The Property will be conveyed subject to the following leases and tenancies for possession of the Property:

442 Joel Degenhart is currently leasing the Property for the 2025 crop year 443

15. EVIDENCE OF TITLE. Seller agrees to furnish buyer, at Seller's expense unless the parties agree in writing to a different arrangement, a current commitment and an owner's title insurance policy in an amount equal to the Purchase Price as specified in the contract for the Sale of the Property, or if this box is checked, An Abstract of Title certified to a current date.

ASSOCIATION ASSESSMENTS. Seller represents that the amount of the regular owners' association 450 16. 451 assessment is currently payable at approximately \$<u>n/a</u> per <u>n/a</u> and that there are no unpaid regular or 452 special assessments against the Property except the current regular assessments and except n/a. Seller 453 agrees to promptly request the owners' association to deliver to buyer before date of closing a current 454 statement of assessments against the Property. 455

458 **POSSESSION.** Possession of the Property will be delivered to buyer as follows: At Closing and 17. 457 **Delivery of Deed** 458

, subject to leases and tenancies as described in § 14. 459

#### 18. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.

462 18.1. Broker's Obligations. Colorado law requires a broker to disclose to any prospective buyer all 463 adverse material facts actually known by such broker including but not limited to adverse material facts 464 pertaining to the title to the Property and the physical condition of the Property, any material defects in the 465

EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT Page 8 of 12 LC50-8-24.

Property, and any environmental hazards affecting the Property which are required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer may have the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Property.

### 18.2. Seller's Obligations.

400

467

468

469

470

471

472

473

474

475

476

477

492

522

**18.2.1.** Seller's Property Disclosure Form. Seller Agrees Does Not Agree to provide on or before the sale contract's respective deadline a Seller's Property Disclosure form completed to Seller's current, actual knowledge. Colorado law requires Seller to disclose certain facts regardless of whether Seller is providing a Seller's Property Disclosure form. Typically, the contract requires disclosure of adverse material facts actually known by Seller.

18.2.2. Lead-Based Paint. Unless exempt, if the improvements on the Property include one or
 more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed
 Lead-Based Paint Disclosure (Sales) form must be signed by Seller and the real estate licensees, and given
 to any potential buyer in a timely manner.

18.2.3. Carbon Monoxide Alarms. Note: If the improvements on the Property have a fuel-fired
 heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping
 purposes (Bedroom), Seller understands that Colorado law requires that Seller assure the Property has an
 operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a
 location as required by the applicable building code, prior to offering the Property for sale or lease.

**18.2.4. Condition of Property.** The Property will be conveyed in the condition existing as of the date of the contract for Sale or Lease of the Property, ordinary wear and tear excepted, unless Seller, at Seller's sole option, agrees in writing to any repairs or other work to be performed by Seller.

**19. DEFAULT; RIGHT TO CANCEL.** If any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

195
 19.1. If Broker is in Default. In the event the Broker fails to substantially perform under this Seller
 Listing Contract, Seller has the right to cancel this Seller Listing Contract, including all rights of Brokerage
 Firm to any compensation. Any rights of Seller to damages, if any, that accrued prior to cancellation will
 survive such cancellation.

19.2. If Seller is in Default. In the event the Seller fails to substantially perform under this Seller
 Listing Contract to include Seller's or occupant's failure to reasonably cooperate with Broker, Brokerage Firm
 may cancel this Seller Listing Contract upon written notice to Seller. Any rights of Brokerage Firm that
 accrued prior to cancellation will survive such cancellation, to include Brokerage Firm's damages, if any.

504 Additional Rights of Brokerage Firm to Cancel. Brokerage Firm may cancel this Seller Listing 19.3. 505 Contract upon written notice to Seller that title is not satisfactory to Brokerage Firm. Although Broker has no 506 obligation to investigate or inspect the Property and no duty to verify statements made, Brokerage Firm has 507 the right to cancel this Seller Listing Contract if any of the following are unsatisfactory: (1) the physical 508 condition of the Property or Inclusions, (2) any proposed or existing transportation project, road, street or 509 highway, (3) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect 510 on the Property or its occupants, or (4) any facts or suspicions regarding circumstances that could 511 512 psychologically impact or stigmatize the Property. In the event Brokerage Firm exercises its right to cancel 513 under this provision, Brokerage Firm waives all rights to pursue damages. 514

**20.** FORFEITURE OF PAYMENTS. In the event of a forfeiture of payments made by a buyer, the sums received will be: (1) paid to Seller in its entirety; (2) divided between Brokerage Firm and Seller, one-half to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the balance to Seller; (3) Other: <u>n/a</u> If no box is checked in this Section, choice (1), paid to Seller in its entirety, applies. Any forfeiture of payment under this Section will not reduce any Brokerage Firm compensation owed, earned and payable under § 7.

21. COST OF SERVICES AND REIMBURSEMENT. Unless otherwise agreed upon in writing, Brokerage

LC50-8-24. EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

Page 9 of 12

22. DISCLOSURE OF SETTLEMENT COSTS. Seller acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors, and title companies).

MAINTENANCE OF THE PROPERTY. Neither Broker nor Brokerage Firm is responsible for 537 23. maintenance of the Property nor are they liable for damage of any kind occurring to the Property, unless such damage is caused by their negligence or intentional misconduct.

541 NONDISCRIMINATION. The parties agree not to discriminate unlawfully against any prospective 24. 542 buyers because of their inclusion in a "protected class" as defined by federal, state, or local law. "Protected 543 classes" include, but are not limited to, race, creed, color, sex, sexual orientation, gender identity, marital 544 status, familial status, physical or mental disability, handicap, religion, military status, hair style/texture, 545 national origin, or ancestry of such person. Seller authorizes Broker to withhold any supplemental information 546 about the prospective buyer if such information would disclose a buyer's protected class(es). However, any 547 548. financial, employment or credit worthiness information about the buyer received by Broker will be submitted to Seller. Seller understands and agrees that the Broker may not violate federal, state, or local fair housing 549 550 laws. 551

25. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Seller acknowledges that Broker has advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel before signing this Seller Listing Contract.

558 **MEDIATION.** If a dispute arises relating to this Seller Listing Contract, prior to or after closing, and is 26. 557 558 not resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a 559 process in which the parties meet with an impartial person who helps to resolve the dispute informally and 560 confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, 581 before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally 582 in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire 563 dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by 584 one party to the other at the other party's last known address. 565

566 **ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Seller Listing Contract, the 27. 587 arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney 568 and legal fees. 569

571 ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the 28. 572 Colorado Real Estate Commission.)

573 28.1. After three (3) months the Town of Wiggins has the right to terminate the Exclusive 574 Right to Sell Listing Contract.

575 28.2. Colorado Land Company will assist the Town of Wiggins with a sub division exemption 576 with Morgan County. 577

28.3. If Broker is in default in the performance of its obligations hereunder and fails to cure 578

such default within 15 days after written notice thereof from Seller, then Seller, in addition to 579

580 any other remedies available at law or in equity, shall have the right to terminate this

581 agreement by written notice to Broker at any time after the expiration of such 15-day period if 582

EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT LC50-8-24.

Page 10 of 12

532

533

534

535 536

538

539

540

552

553

554

555

570

583 the default remains uncured. Such termination shall be effective on the date stated in such 584 notice.

585 28.4. Any proposed sale contract for a Sale shall be in form and substance acceptable to the 588 Seller in its sole discretion. Without limiting the preceding sentence, no proposed sale 587 contract shall include any indemnification obligations of Seller, and Seller may require that 588 any proposed sale contact provide that the Property is being sold on an "as is" basis, with 589 the language of such "as is" provision acceptable to Seller in its sole discretion." 590

29. **ATTACHMENTS.** The following are a part of this Seller Listing Contract:

595 30. NO OTHER PARTY OR INTENDED BENEFICIARIES. Nothing in this Seller Listing Contract is 596 deemed to inure to the benefit of any person other than Seller, Broker, and Brokerage Firm. 597

#### 599 31. NOTICE, DELIVERY AND CHOICE OF LAW.

600 Physical Delivery and Notice. Any document or notice to Brokerage Firm or Seller must be in 31.1. 601 writing, except as provided in § 31.2. and is effective when physically received by such party, or any 602 individual named in this Seller Listing Contract to receive documents or notices for such party.

603 31.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in 604 electronic form to Brokerage Firm or Seller, or any individual named in this Seller Listing Contract to receive 605 documents or notices for such party, at the electronic address of the recipient by facsimile, email or internet, 606 CTM econtracts. 607

608 31.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email 609 at the email address of the recipient, (2) a link or access to a website or server provided the recipient 610 receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax 611 No.) of the recipient. 612

31.4. Choice of Law. This Seller Listing Contract and all disputes arising hereunder are governed by 613 and construed in accordance with the laws of the state of Colorado that would be applicable to Colorado 614 residents who sign a contract in Colorado for real property located in Colorado. 615

617 32. MODIFICATION OF THIS SELLER LISTING CONTRACT. No subsequent modification of any of the terms of this Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

621 **COUNTERPARTS.** This Seller Listing Contract may be executed by each of the parties, separately, 33. 622 and when so executed by all the parties, such copies taken together are deemed to be a full and complete 623 contract between the parties. 624

626 ENTIRE AGREEMENT. This agreement constitutes the entire contract between the parties and any 34. prior agreements, whether oral or written, have been merged and integrated into this Seller Listing Contract.

**COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this Seller Listing Contract signed by 35. Broker, including all attachments.

Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm 633

024			
030	Seller:		
636			
637			
638			
636 637 638 639 640		Date:	
640		Date	
210			

LC50-8-24.

591 592

593

594

598

616

618

619

620

625

627

628 629

630

631 632

ad l

n/a

EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

Page 11 of 12

Seller: Town of Wiggins By: Chris Franzen, Mayor	
blokelage i init.	
VA	
Knut U- und	
Linder	
Date:	5/1/2025
Broker's Name: Kent A. Lindell	
Brokerage Firm's Name: Colorado Land Company	
•	
•	
	By: Chris Franzen, Mayor Brokerage Firm:

LC50-8-24 EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

660

- 0.1

CTM eContracts - @2025 MRI Software LLC - All Rights Reserved

Page 12 of 12

Initials \_\_\_\_\_

### WIGGINS, COLORADO RESOLUTION NO. 12-2025

### A RESOLUTION APPROVING AN EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

**WHEREAS,** a listing contract has been proposed between the Town of Wiggins and Colorado Land Company for the sale of Town-owned property; and

WHEREAS, the Board of Trustees desires to approve such contract.

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

**Section 1.** The Exclusive Right-to-Sell Listing Contract between the Town of Wiggins and Colorado Land Company (the "Agreement") is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

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

### INTRODUCED, ADOPTED AND RESOLVED THIS 28th DAY OF MAY, 2025.

TOWN OF WIGGINS, COLORADO

Chris Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk