



TOWN OF WIGGINS

**BOARD of TRUSTEES
WORK SESSION**

August 10, 2022 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 THE FOLLOWING SITE <https://us06web.zoom.us/j/88202736268> FOR THE MEETING LINK

WORK SESSION AGENDA

<u>AGENDA TOPIC</u>	<u>ESTIMATED TIME</u>
1. Discussion on Implementing High Plains Bank's Cash Management Services Agreement	30 minutes
2. Other Items/Updates <ul style="list-style-type: none">• Update on Congressionally Directed Spending Funding Request• BNSF Sewer Line Project Update• MCQW Emergency Interconnect• Main Street Curb and Gutter	45 minutes
3. Future Agenda Topics	5 minutes

The Board of Trustees may adjourn for a brief Special Meeting after the Work Session



STAFF SUMMARY

Board of Trustees Work Session August 10, 2022

DATE: August 5, 2022

AGENDA ITEM NUMBER: 1

TOPIC: Discussion on Implementing High Plains Bank's Cash Management Services Agreement

STAFF MEMBER RESPONSIBLE: Deborah Lee, Town Clerk

BACKGROUND:

High Plains Bank provides many of our banking needs and has our checking account. Staff would like to have ACH direct deposit for payroll and some vendor payments. We currently are unable to issue ACH direct deposits with the systems that we have in place.

Having ACH direct deposit would make it more convenient if an employee is unable to get to the bank due to working, being on vacation or out sick. Many organizations have already gone to ACH direct deposit for employees. Some companies are going to ACH payments for their invoices such as Cogent Inc. dba Water Technology Group. More and more companies are going to direct payments instead of payments by checks. We are also having some issues with mailed checks being received on time which could possibly cause our accounts to have late fees assessed.

SUMMARY:

Staff wants to implement High Plains Bank's Cash Management Services (CMS) is a banking and information service that will allow the Town to access specialized banking services to manage our banking with High Plains Bank online following set security procedures. High Plains Bank's CMS is designed to minimize the possibility of fraud and errors by encouraging customers through an administrator to implement security measures such as designated logins, use of passwords and tokens initiate a transaction.

Entering into the CMS Agreement will allow the Town to access services such as ACH payments to allow the Town to issue direct deposit of payroll and vendor checks in a secure manner. This system should also help to ensure that the Town does not have late fees or account issues for checks being lost in the mail or delayed due to slow service from the United States Postal Service.

FISCAL IMPACT: Adopting this Resolution has the impact of an additional \$30 per month on the Town's 2022 adopted budget.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

The Town continues to pursue methods to become more efficient and better stewards of the Town's money.

QUESTIONS / INFORMATION REQUESTED FROM THE BOARD OF TRUSTEES:

- Do the Trustees have comments or suggestions on the approach proposed?
- Does the Board of Trustees want staff to move forward with the Cash Management System Agreement?
- Does the Board of Trustees have any questions of staff?

**TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 28-2022**

**A RESOLUTION APPROVING A CASH MANAGEMENT SERVICES AGREEMENT
WITH HIGH PLAINS BANK**

WHEREAS, a Cash Management Services Agreement has been proposed between the Town and High Plains Bank; and

WHEREAS, Board of Trustees by this Resolution desires to approve the Cash Management Services Agreement and to authorize its execution.

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

Section 1. The proposed Cash Management Services Agreement between the Town of Wiggins and High Plains Bank (the "Agreement") is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor and Trustees are 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 he determines are necessary or desirable for the protection of the Town, so long as the material terms and conditions of the Agreement are not altered.

INTRODUCED, ADOPTED AND RESOLVED THIS _____ DAY OF _____, 2022.

TOWN OF WIGGINS, COLORADO

Christopher Franzen, Mayor

ATTEST:

Deborah Lee, Town Clerk



HIGH PLAINS BANK

Employee Owned • Community Driven

Cash Management Services (CMS) Agreement

Summary of Coverage

High Plains Bank's "Bank" Cash Management Services (CMS) is a banking and information service that allows business "Customers", via the Internet, to access specialized banking services to manage their banking relationship online. Bank's CMS "Agreement" sets forth certain terms and provisions governing the use of Bank's CMS.

To access the CMS, Bank will first approve access to system(s), provide Customer's Administrator with Login ID, Password and Token. The Administrator is someone identified by Customer. The Customer is responsible for Administrator's and all Authorized Users' compliance with the terms and conditions of this Agreement. Customer specifically acknowledges it has no rights to ownership in the CMS.

Term

This Agreement is effective from the date of execution, and will remain in effect until terminated by Bank or Customer upon thirty (30) days written notice, or as provided herein. If Customer fails to comply with any conditions of this Agreement, Bank may terminate this Agreement immediately upon giving written notice to Customer.

Bank may change the terms of this Agreement, including adding, discontinuing or modifying services, and/or change procedures and fees at any time. Bank will notify Customer in advance of such changes by mail.

This Agreement will remain in effect until Customer or Bank terminates it. Customer may cancel this Agreement at any time by notifying Bank of Customer's intent to cancel in writing. Customer understands this cancellation applies only to Bank's CMS and will not affect Customer's bank accounts at Bank. Bank may cancel this Agreement for any reason, at any time.

Customer's Representations and Warranties

- Customer shall, at its own expense, provide and maintain all equipment necessary to use the Bank's CMS.
- Any proprietary information relating to the CMS or the business operations of Bank obtained by Customer, shall not be disclosed to any third party or used for any competitive purpose by Customer.
- Customer agrees to take all reasonable precautions against theft, loss, or accidental distribution or disclosure of the Documentation or CMS information to any other party.
- Customer shall identify those accounts for which access through the CMS is desired on the Bank CMS Enrollment Agreement.
- Customer shall select one Administrator. The Administrator will set up additional Authorized Users who may access account information through the CMS. Customer should also determine the extent of their authority in terms of authorized functions, authorized accounts and authorized fund transfers and provide its users with access passwords. **The creation and removal of Authorized Users, changes in authority and changes or terminations of passwords must be performed directly by the Customer Administrator.**
- Customer shall exercise prudence in selecting Authorized Users. Customer acknowledges Bank has advised Customer that Authorized Users with transfer authorization should be prohibited from having responsibility for account statement reconciliation and if such prohibition is not possible, dual control methods should be implemented. Customer Administrator shall have total responsibility for maintaining control of its Authorized Users and their authority. **To the extent permitted by law, Customer hereby indemnifies and holds Bank harmless from and against all claims, demands, and causes of action, judgments, costs, liabilities, losses and damages arising from the actions of Customer Administrator and Authorized Users. The parties understand and agree that Customer is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101., C.R.S., as from time to time amended, or otherwise available to the customer, its officers, or its employees.**
- Except through agents authorized by Customer Administrator to act on Customer's behalf, Customer agrees not to allow any third party use of the CMS and shall not otherwise transfer this Agreement. Any transfer, assignment, lease, sale, conveyance, or third party shall be void and shall immediately terminate this Agreement.

Warranties

Except as otherwise specifically provided for in this Agreement, Bank makes no representations or warranties, expressed or implied, including without limitation, the warranties of merchantability and fitness for a particular purpose with respect to the business online banking system provided to Customer by Bank. Bank shall not be responsible for any incidental or consequential damage arising directly or indirectly from furnishing services under this Agreement.

Liability Limitation

Bank will not be liable for any damage, loss or liability arising from the use of the CMS of the information and data which is reported or not reported on it, except to the extent that the damage, loss or liability arises from Bank's own gross negligence or willful misconduct. Bank will not be liable for information or data that is inaccurate, incomplete or not current. Bank's liability to Customer for any damages, loss or liability, regardless of form, shall not exceed the fees (if applicable) paid to Bank by Customer for the six (6) months prior to the occurrence of the loss. Under no circumstances will Bank be liable for any incidental or consequential damages, or damages caused in whole or in part by the action or inaction of Customer, Customer Administrator, Authorized User, or an agent, director, officer, owner or employee of Customer. Bank shall not be liable for any failure to perform its obligations under this Agreement or any damage, loss, liability or delay caused by anything which is reasonably unavoidable, including, but not limited to, accidents; strikes; fire; flood; earthquake; disasters; war; riot; equipment or system breakdown; electrical, mechanical or communication line failure; acts of God; or government regulations. Customer agrees that the fees charged by Bank for the performance of the CMS shall be deemed to have been established in contemplation of these limitations on Bank's liability.

Miscellaneous

- This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
- The Customer authorizes the Bank to process entries on its behalf.
- The Customer agrees not to originate entries that violate the laws of the State of Colorado or United States.
- Any notice required under this Agreement shall be given in writing. Any notice to the Bank shall be provided to the attention of the "High Plains Bank Processing Department".
- In the event that it becomes necessary for either party to this Agreement to employ counsel to enforce any of the terms, conditions or obligations of this Agreement, the successful party shall be entitled to recover from the other, reasonable attorney's fees and expenses.
- Bank reserves the right to audit the Company's compliance with this Agreement and the National Automated Clearing House Association ("NACHA") rules.
- The parties have read this Agreement and agree to be bound by all its terms and further agree that it constitutes the complete and exclusive statement of the Agreement between them which supersedes all proposals, verbal or written, and all other communications between them relating to the CMS.

Fees

Unless otherwise agreed to by Bank, Customer will pay Bank fees for service and associated services (e.g. Automated Clearing House, wires, etc.) as outlined in the Bank's most current Fee Schedule, as may be amended from time to time. When fees apply, they will be automatically deducted from the account the Customer indicated in the Bank CMS Enrollment Agreement.

Security

Customers are encouraged to implement in-house security measures for use of the Bank's CMS.

Bank's CMS has been designed to minimize the possibility of fraud and error by allowing Customer to designate Login IDs, Passwords and Tokens, if applicable, and have them under the control of the individual(s) the Customer has authorized and designated as Administrator and Authorized Users. Bank CMS has been designed so that it may be operated only upon entry of valid codes. Bank will therefore consider any access to the bank CMS through use of valid Login IDs, Passwords and Tokens, if applicable, to be duly authorized and Bank will carry out any instruction given regardless of the identity of the individual who is actually operating the system. Customer authorizes Bank to treat any instruction, including those made through our Conversations feature, made on Bank's CMS with valid Login IDs, Passwords and Tokens, if applicable, as if the instructions had been made in writing and signed by the appropriate authorized individual(s). Bank records regarding access by Login IDs, Passwords and Tokens, if applicable, will be conclusive regarding any access to, or action taken through Bank's CMS. Customer accepts responsibility for unauthorized access to the system by Customer's employees or third parties. Customer agrees to inform Bank promptly of any discrepancies that Customer discovers. Customer confirms that it has conducted such investigation of the Bank CMS security system as it deems necessary or advisable, and that it has instituted the proper internal controls for access to Bank CMS through its computers and terminals. Customer acknowledges and confirms that Bank's security system and controls are commercially reasonable for Customer's business and appropriate for Customer's accounts.

Bank strongly recommends Customer to control risk exposure of ACH or wire transfer features by utilizing dual control in the initiating process.

System Requirements

Bank's CMS supports the following browsers:

- Google Chrome (two most recent versions)
- Mozilla Firefox (two most recent version)
- Microsoft Edge (most recent version)
- Apple Safari (most recent version)

The supported browsers above are for use with traditional online banking interface and devices (desktop/laptop), and do not apply to use with mobile devices (phones/tablets). Please note: Internet Explorer is not a browser which we can support, if Explorer is used HPBGO may deny access to one or more functions.

Cookies are required to be on for the Bank's CMS to function. Browser cookies are small files on a computer or mobile device that help users navigate websites efficiently and perform certain functions. Disabling cookies may prevent users from using the Bank's CMS. Each mobile device has cookie settings based on its make and model.

Basic Business Online Banking Features

This Agreement governs Customer's use of the basic features of the Bank's CMS. Bank's CMS basic features allow Customer's Authorized Users to use the Online Banking System to perform such tasks as:

- Viewing daily deposit and loan account balances and activity;
- Issuing Stop Payment Orders for checks;
- Use of iPay, our Bill Pay product allowing Customer to pay businesses or individuals. Depending on the payee, the payment may be sent either by check or ACH.
- Moving funds between Customer's accounts listed on the Agreement (i.e. initiating internal funds transfers, both recurring and non-recurring).

Transfers

Customer may make transfers or payments from an account only when a sufficient balance is available in the account at the time of withdrawal. Customer understands Bank may not act on Customer's instructions if sufficient funds are not available. Customer's payment and/or transfer is deducted from Customer's account on the date Customer instructs Bank to send it. Transfers made after 5pm, on weekends or on federal holidays will be processed on the next business day.

Stop Payment Service

The Customer acknowledges that the Stop Payment feature of the Bank's CMS Service is an alternate entry system for issuing Stop Payment Orders. When utilizing this feature, Customer warrants the information describing the check or draft, including the check or scheduled transfer date, its exact amount, the check number and payee, is correct. Customer acknowledges the exact amount of the check or draft is required, and if the incorrect amount or any other incorrect information is provided, the Bank will not be responsible for failing to stop payment on the item. Customer agrees that the Stop Order must be received by the Bank within a reasonable time for the Bank to act on the order prior to final payment of the check, or if an ACH/EFT transfer, at least three (3) business days preceding the scheduled date of the pre-authorized ACH/EFT. A Stop Payment Order received by the Bank using this service will be accepted as if it were in written form, will be effective for six (6) months only, and will expire automatically at that time, without further notice, unless specifically renewed prior to expiration.

Additional Business Online Banking Products (Fees May Apply)

Automated Clearing House ("ACH") Service

If selected on the Bank CMS Enrollment Agreement, ACH Services (ACH Payments and/or ACH Collections) may be used to initiate and view the status of recurring and non-recurring ACH transactions. ACH Payments are used for Accounts Payable purposes: payroll, bonuses, refunds, etc. ACH Collections are used Accounts Receivable purposes: membership dues, rent payments, utility payments, etc.

Online Wire Transfers

If selected on the Bank CMS Enrollment Agreement and a Wire Transfer Agreement are on file, CMS can be used to initiate and view the status of domestic wire transfers.

Reverse Positive Pay

If selected on the Bank CMS Enrollment Agreement, this service may be used to reduce the risk of check fraud. Reverse Positive Pay allows you to review all prior day checks that were presented for payment. If any of these checks do not match your issued checks, you can investigate further by viewing an image of the check. You can then elect to pay or return the check. Customer reviews checks presented for payment to verify payee, amount and check number. At this time there is not a fee associated with Reverse Positive Pay.

Automated Clearing House (“ACH”) Terms and Conditions

The Bank CMS can, if selected on the Bank CMS Enrollment Agreement, be used to initiate and view the status of recurring and non-recurring ACH transactions (ACH Payments and/or ACH Collections). If ACH transactions are authorized on the Bank CMS Agreement and/or Agreement Addendum, the Customer may initiate electronic signals for paperless entries through the Bank to accounts maintained at the Bank and in other banks and financial institutions by means of Automated Clearing House (the “ACH”) operated by the National Automated Clearing House Association (“NACHA”) and the Customer will be subject to the ACH Terms and Conditions attached hereto and incorporated herein. All ACH activity will be governed by and subject to Operating Rules of the NACHA and applicable federal and state laws. Customer and Bank are bound by the NACHA Rules for all ACH entries whether or not an ACH entry is sent through the ACH.

Each time the Customer uses the ACH Services, Customer warrants that Customer’s ACH transactions do not violate United States laws or regulations (e.g. laws administered by the U.S. Treasury’s Office of Foreign Assets Control (“OFAC”)). Bank may require Customer to send Pre-notification Entries when required by the NACHA Rules, and Customer agrees not to send an ACH entry when a prior Pre-notification for that entry has been rejected or returned, until Customer has corrected the reason for the rejection or return and has sent a new Pre-notification Entry.

Preparation and Submission of Entries

All entries initiated by the Customer will be authorized and submitted in accordance with the requirements of the rules of the National Automated Clearing House Association (“NACHA”) and Appendices to the rules, as amended from time to time (“ACH Rules”).

Compliance

The Customer will comply with and be bound by the ACH Rules, these ACH Terms and Conditions and applicable law. The Customer has access to the ACH Rules at www.achrulesonline.org. The Customer agrees to comply with and be bound by the ACH Rules, as defined herein and as amended by NACHA. The Customer will also comply with all applicable federal and state laws and regulations, including but not limited to all regulations set forth by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC). The specific duties of the Customer provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking.

Pre-Notification

Pre-Notification transactions are not required to be submitted prior to the submission of a live transaction, however, it is the policy of the Bank to encourage the Customer to submit Pre-notifications on all new ACH transactions at least three (3) banking days prior to the submission of a live transaction.

Resubmission of Pre-Notification

If Customer's pre-notification record is rejected by a receiving financial institution and Customer is so notified, Customer can correct the reason for rejection and resubmit another pre-notification record and wait the prescribed three (3) days before submitting entries for any amount.

Delivery of Input Data

Customer will initiate the ACH file in the Bank's CMS no later than 2:00pm MST for processing. Files initiated after 2:00pm would be processed no later than next business day.

Non-Processing Days

The following are considered non-processing days: Saturday, Sunday and all federal holidays. If a federal holiday falls on a Sunday, Bank considers the following Monday to be a non-processing day.

Disclosures Regarding Electronic “Wholesale Credit” Transactions Subject to UCC Code Article 4A

Provisional Payment Disclosure:

Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice Disclosure:

Under the Operating Rules of the NACHA, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Entries Initiated in Error

If the Customer discovers any entry it has initiated was in error, it should contact the Bank's Processing Department at 800-984-0010 for assistance.

Rejected Entries

Upon notification from the Federal Reserve Bank or any receiving bank that any entry or group of entries initiated by the Customer has been rejected, unless a bank error has been made, the Bank will notify Customer and the rejected entry(s) will be returned and debited or credited to the Customer's account and confirmation of the action will be sent to Customer. The Bank assumes no other responsibility with respect to such rejected and returned entry(s) and Customer is responsible for remaking and resubmitting said entry or otherwise handling the payments or credits due to or from the customer.

Funds Availability on Rejected Items

The Customer will promptly provide immediately available funds to indemnify the Bank if any debit entry is rejected after the Bank has permitted the Customer to withdraw immediately available funds in the amount thereof or if an adjustment memorandum that relates to any such entry is received by the Bank.

Online Banking Wire Transfer Terms and Conditions

If selected on the Bank CMS Agreement and a Wire Transfer Agreement is on file, CMS can be used to initiate and view the status of domestic wire transfers. This Agreement is governed by the laws of the United States and the State of Colorado. This service is only applicable for Domestic Wire Transfers. Customer will need to follow standard wire transfer procedures if this is an International Wire Transfer request.

Authorization

Customer authorizes Bank to withdraw the amount of any requested Transfer which Customer authorizes and instructs via Bank's Cash Management Service, plus any applicable wire transfer fees, debited from the same account at Bank. Each Transfer requested by Customer shall be binding on Customer, and Bank shall have no liability or other obligation for any unauthorized Transfer.

Customer Liability

Customer shall be liable to the Bank for and shall hold the Bank harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and legal expenses), liabilities and other losses resulting from acts, omissions, provision of invalid data, by the Customer or any other person acting on the Customer's behalf.

Bank Liability

The Bank shall be responsible only for performing the Transfer services in this Agreement and shall be liable only for its negligence or willful misconduct on performing these services. The Bank shall not be liable for acts or omissions by the Customer or any other person.

Security

Customer agrees to maintain a Wire Transfer Agreement with the Bank. All Users (including Administrator and Authorized Account Users of CMS) have User pages of the Wire Transfer Agreement on file with Bank. It is the responsibility of Customer to inform bank of any/all additions or deletions of Users from the Wire Transfer Agreement.

Customer's Administrator is responsible for establishing Transfer permissions for each individual Authorized User within the CMS. **Because of multifactor authentication (tokenized access) through the Bank's CMS platform, once Customer executes Transfer, Transfer may be sent with no callback or further verification from Bank. However, Transfers conducted through Bank's CMS may be subject to random callback and verification. Any User may receive a callback, however Bank will first attempt callback with User who transmitted Transfer. If Transfer is selected for callback and verification, and said verification cannot be confirmed in compliance with the Wire Transfer Agreement on file, the Transfer will not be sent.**

Customer agrees the Security procedures used by Customer and Bank in connection with Transfers are commercially reasonable for Customer, and Customer waives any objection they are not. Each Transfer shall bind Customer, whether or not authorized, when issued in Customer's name and accepted by Bank in compliance with such security procedures. To the extent the Customer fails to follow these security procedures, Customer shall be deemed to have refused such security procedures.

Bank procedures do not include the detection of Customer's errors and in no event shall Bank be liable for Customer's errors. Bank may change these procedures, or otherwise impose additional security procedures, from time to time upon written notice to Customer.

Overdrafts

Customer does not have the right to incur an overdraft in any of its accounts as a result of a Transfer. Customer shall have in its account, at the time a Transfer is initiated, a balance of collected funds sufficient to cover all of Customer's obligations, including the Transfer.

Cut-Off Hours

Cut-off time for all wire transfers is 2:00 PM MST on all business days. Business days do not include Saturday, Sunday, or any federal holiday. Bank may require additional authentication of any Transfer request. Such additional authentication may include telephone confirmation of the request and security questions verified under the terms of the Wire Transfer Agreement. Bank reserves the right to reject a Transfer request that cannot be properly authenticated. Cut-off hours may be changed from time to time. Instructions for Transfers received after cut-off hours may be treated by Bank as having been received on the following business day.

Warranties

Customer warrants and represents that Customer performance of this Agreement has been duly authorized and is Customer's binding obligation. Customer warrants each Transfer initiated by Customer in connection with Bank's CMS is fully authorized by Customer and by any other party whose authorization is required. Bank shall not be liable for any loss, damage, or liability, which may arise from the unauthorized use of any token, password or user identification information and resulting use of the Bank's CMS.

Reverse Positive Pay

Customer Responsibility

Bank will send Customer a daily check presentment report file ("Presentment Report") through online banking. It is Customer's responsibility to review the Presentment Report and communicate to Bank, in a manner acceptable to Bank, its decision on whether to "Pay" or "Do Not Pay and Return" such checks. By default, checks that are not decisioned prior to our cutoff time of 9:45am, will automatically be paid.

For Customers who enroll in Reverse Positive Pay, checks presented over-the-counter for deposit will be provided for Customer review on the following business day. However, the Reverse Positive Pay service is not available for checks presented over-the-counter for cash. The only way to ensure that any check is not paid by Bank is for Customer to place a timely STOP PAYMENT order; otherwise, such checks may be cashed if Bank's standard protocols are met.

Security

Customer agrees that the security procedures set forth herein or otherwise adopted in connection with the use of this service are commercially reasonable and that any transmission of a "Pay" request or "Do Not Pay and Return" request using Customer's user identification number and password is deemed to be authorized by Customer.

Limited Liability

Bank is not responsible for detecting any Customer error contained in any "Pay" request or "Do Not Pay and Return" request sent by Customer to Bank. In no event shall Bank be obligated to inspect any check for the presence or authenticity of any signature, or determine whether or not the signature is authorized.

Cash Management Services (CMS) Enrollment Agreement

1. Business Name TOWN OF WIGGINS
2. Business Type (Corp, LLC, LLP, etc.) _____
3. Tax Identification Number (EIN) 84-0704236

The following items as indicated constitute enrollment as adopted, and has not been amended or rescinded, is in full force and effect, and does not conflict with any provision of the Organization's constitution, articles, rules or bylaws.

Enroll and participate in Cash Management:

- A. High Plains Bank "Bank" is designated as a depository of funds of the Organization, the following officers and agents of the Organization are hereby authorized to utilize the services offered in Cash Management: manage users, originate ACH files, transfer funds, obtain statements, etc. of the Organization with the Bank, and the Organization will abide by all rules and regulations applicable to the deposit of funds with the Bank.
- B. The User ID, Password and Token given to said organization is the responsibility of the officer(s) agent(s) signing below.
- C. By accepting the agreement, it is understood that the password is effectually an electronic signature authorizing use of the Cash Management product.
- D. You are hereby notified to change your password immediately or disable a user when person leaves your employ, under any terms, to protect your accounts.
- E. All prior Agreements granting authority to participate in Cash Management regarding this organization are rescinded.

IT IS FURTHER RESOLVED that the Bank is authorized to rely upon this Enrollment Agreement until the Bank has received written notice of any amendment or rescission. The Bank shall be indemnified and held harmless from any loss suffered or liability incurred by it in continuing to act in accordance with this is form.

4. ☒ CMS Administrator Requesting Additional CMS User(s) Only

Number of Cash Management tokens needed: _____ (proceed to section 6)

5. Requested Cash Management Products (check all that apply)

Automated Clearing House ("ACH") Origination – See Current Fee Schedule

☒ ACH Payments

☐ ACH Collections

☐ Both ACH Payments and ACH Collections

Account Number 4006215

Max Credit File Amount \$ \$75,000.00 Frequency _____

Max Debit File Amount \$ _____ Frequency _____

Account Number _____

Max Credit File Amount \$ _____ Frequency _____

Max Debit File Amount \$ _____ Frequency _____

Account Number _____

Max Credit File Amount \$ _____ Frequency _____

Max Debit File Amount \$ _____ Frequency _____

Online Wire Transfers – See Current Fee Schedule

☐ Online Wire Transfers

Requested Daily Wire Limit (subject to approval by bank) \$ _____

Account Number _____

Account Number _____

Account Number _____

Account Reconciliation Program (ARP) – No fee is applied at this time

☐ Reverse Positive Pay

Account Number _____

Account Number _____

Account Number _____

6a. Please indicate who will be the Administrator for CMS (only one person may be selected).

Printed Name _____

Printed Title _____

Email Address _____

6b. Please indicate who will be the sub-users for CMS

Printed Name _____

Printed Title _____

Email Address _____

Printed Name _____

Printed Title _____

Email Address _____

7. This agreement is hereby executed by the Town of Wiggins Board of Trustees as of this date _____.

Mayor

Trustee

Trustee

Trustee

Trustee

Trustee

Trustee

Entity Name: TOWN OF WIGGINS

304 Central Ave

Wiggins, CO 80654-8933

Phone: 970-483-6161

Email: clerk@wigginsco.com

High Plains Bank, A Colorado Corporation

329 Main Ave

Flagler, CO 80815

Phone: 800-984-0010

Signed By: _____

Janelle Kountz, AVP

Director of Processing, ACH Officer

Date: _____

Customer hereby authorizes the Bank to provide account information via email or the point of contact person for purposes of Cash Management Services (CMS). Any changes to the email address or point of contact information must be in writing and delivered to the Bank at the above address or to one of our other offices. Customer accepts all risks attributed to sharing the CMS user name and password with anyone other than those users authorized by the Customer Administrator.

The Bank is authorized to rely upon this Enrollment Agreement until the Bank has received written notice of any amendment or rescission. The Bank shall be indemnified and held harmless from any loss suffered or liability incurred by it in continuing to act in accordance with this authorization.