



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

August 24, 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 <https://us06web.zoom.us/j/89138082108> FOR THE MEETING LINK

MEETING AGENDA

I. INTRODUCTIONS

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

II. CONSENT AGENDA

1. Approval of Board of Trustees Meeting Minutes July 27, 2022
2. Approval of Board of Trustees Special Meeting Minutes August 10, 2022
3. Approval of Bills August 2022

III. REPORTS

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

IV. PUBLIC COMMENTS

The Board of Trustees welcomes you and thanks you for your time. If you wish to address the Board of Trustees about a specific concern or to comment on an item, this is the only time set on the agenda for you to do so. We ask that you be respectful and courteous when addressing the board. When you are recognized, please step to the microphone, state your name and address. Your comments will be limited to three (3) minutes. The Board will not respond to your comments this evening, rather they will take your comments and suggestions under advisement and provide direction to the appropriate member of Town Staff for follow-up.

V. CONSIDERATION OF RESOLUTION NO. 28-2022

A Resolution Approving the Cash Management Services Agreement with High Plains Bank

1. Resolution No. 28-2022

VI. CONSIDERATION OF RESOLUTION NO. 29-2022

A Resolution of the Board of Trustees of the Town of Wiggins, Colorado Appointing a Member to the Planning and Zoning Commission to Fill a Vacancy

1. Resolution No. 29-2022

VII. CONSIDERATION OF RESOLUTION NO. 30-2022

A Resolution Approving an Intergovernmental Agreement Between the Town of Wiggins and the Morgan County Clerk and Recorder Regarding the Conduct of and Administration of the November 8, 2022 General Mail Ballot Election.

1. Resolution No. 30-2022

VIII. ADJOURNMENT

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



MINUTES OF MEETING

TOWN OF WIGGINS BOARD OF TRUSTEES MEETING

July 27, 2022 at 7:00 p.m.

CALL TO ORDER & ROLL CALL:

A regular meeting of the Town Board of Trustees for the Town of Wiggins, Colorado was held on Wednesday, July 27, 2022. Mayor Chris Franzen called the meeting to order at 7:00 p.m. The following Trustees answered roll call: Mayor Chris Franzen; Mayor Pro-Tem David Herbstman and Trustees: Jerry Schwindt; Bryan Flax; Bruce Miller and Mark Strickland. Trusty Mandy Camilleri was absent. Staff present were Tom Acre, Town Manager, Deb Lee, Town Clerk and Hope Becker, Town Planning and Zoning Administrator.

AGENDA:

Motion was made by Mayor Pro-Tem David Herbstman to approve the agenda. Seconded by Trustee Bryan Flax. Roll Call: The agenda was approved unanimously.

CONSENT AGENDA AND BILLS:

There was discussion about the bills. The Board's questions were answered.

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

TOWN MANAGER REPORT:

- Met with USDA today about the water tank project, things are moving forward now that we have finalized the Owners and Engineers Contract.
- He's been attending seminars through RCAC find out what operators need.
- Attended MCEDC meeting this morning.

BOARD OF TRUSTEES REPORTS:

- The Board received a lot of phone calls about abatement notices that were sent out.

FINANCIALS - ACTUAL TO BUDGET:

Questions were asked about preparation of the Budget in 2023 and the Financials. Manager Acre answered the questions.

Motion was made by Trustee Bryan Flax to approve the Financials. Seconded by Trustee Bruce Miller. Roll Call: The agenda was approved unanimously.



PUBLIC COMMENTS:

The Public Comments portion of the meeting was opened at 7:12 p.m. Six people signed in to speak at the Public Comments. There were several people upset about the abatement letters that were sent out. Complaints about people that were not given abatements; abatements given in error; potholes; snow plows getting in the alley, stakes at 4th and Main – no communication given about why they were there. One person requested the town to get a grant for new playground equipment. Cindy Miller read a letter from Rita Panabaker about the pile of lime east of the small ballfield on 5th Avenue being a hazard to children and adults as it blows in their yards and is brought in the house by the air cooler.

The Public Comments portion of the meeting was closed at 8:24 p.m.

PUBLIC HEARING – CONSIDERATION OF A SECOND REPLAT OF ROBERTS 81 SUBDIVISION:

The Public Hearing opened at 8:25 p.m. Hope Becker, Planning and Zoning Administrator introduced the item under consideration. The Planning and Zoning Administrator summarized the application, providing information that the applicant is subdividing Tracts 2 and 3 of Roberts 81, has included road and utility right-of-way and is needing to replat.

The Planning and Zoning Administrator introduced the applicant's representatives. Melissa Kendrick, planner for Roberts 81 gave a presentation on why they are requesting the replat, what they hope to attract to the property, and where the replat is in the subdivision. Dan Giroux, engineer for Roberts 81 gave a presentation on the utilities, storm drainage, and the proposed road network to be developed as a result of the replat.

The applicant's representatives answered questions from the Board of Trustees. Mr. Jeff Ruyle made a comment and asked a question regarding an additional four stop associated with the site. The applicant addressed that comment.

The Public Hearing was closed at 9:02 p.m. the Board deliberated and considered Resolution No. 23-2022 – A Resolution Approving the Roberts 81 Subdivision Second Replat.

Motion was made by Trustee Bruce Miller to approve Resolution No. 23-2022. Seconded by Mayor Pro-Tem David Herbstman. Roll Call: Resolution No. 23-2022 was unanimously approved.

CONSIDERATION OF RESOLUTION NO. 24-2022:

A Resolution Amending Water and Sewer Rates

Tom Acre, Town Manager, introduced the resolution. He summarized the rate study performed by Rural Community Assistance Corporation (RCAC), what occurred during the rate study, and explained the scenarios that were evaluated as water and sewer rate increases were being considered. The scenario suggested for implementation as a result of the rate study included a \$2 increase in the water base rate, with a tiered usage charge, the charge for the first 1,000 gallons of water used will be included in the base rate. The sewer base rate will increase to \$40 and usage will be charged at \$2 per thousand gallons of average winter water used. Water usage for the sewer bill will be calculated based on the average amount of the water used during the winter months of November, December, January, February and March so as to not include the usage from watering yards.



Motion was made by Mayor Pro-Tem Herbstman to approve Resolution No. 24-2022. Seconded by Trustee Bruce Miller. Roll Call: Resolution No. 24-2022 was unanimously approved.

CONSIDERATION OF RESOLUTION NO. 25-2022:

A Resolution Authorizing the Town Manager to Purchase Water Meters for the Water Enterprise

Manager Acre introduced the resolution, reporting that with the new housing currently being built and allowing for some meter replacements, the 36 meters being requested would be utilized soon.

Motion was made by Trustee Mark Strickland to approve Resolution No. 25-2022. Seconded by Trustee Bruce Miller. Roll Call: Resolution No. 25-2022 was unanimously approved.

CONSIDERATION OF ORDINANCE NO. 10-2022:

An Ordinance Imposing a Temporary Sales Tax of One Percent (1.0%) For a Thirty-Five Year Period with the Revenues from Such Increase to be Used to Fund Street Construction and Street Repair Projects and Providing for the Submission of the Tax Rate Increase to a Vote of the Registered Electors at a Special Election to be Held November 8, 2022

Manager Acre introduced the ordinance and presented information about previous discussions with the Board about including this as a ballot question on the November 8, 2022 election. He explained if approved, that the Board has directed that the additional 1% sales tax will be dedicated to street improvements and maintenance related projects.

Motion was made by Mayor Pro-Tem David Herbstman to approve Ordinance No. 10-2022. Seconded by Trustee Mark Strickland. Roll Call: Ordinance No. 10-2022 was unanimously approved.

CONSIDERATION OF ORDINANCE NO. 11-2022:

An Ordinance Submitting to the Registered Electors of the Town of Wiggins at a Special Election to be Held on Tuesday, November 8, 2022, the Question of Changing the Date of the Town's Regular Municipal Elections

Manager Acre introduced this ordinance and explained why this ballot question was proposed by staff to be put forward to the voters at the November 8, 2022 election. He pointed out the benefits the Town could experience if voters approved this ballot question. He indicated that the Town has a higher turnout of voters during the State and Federal November elections, compared to the Town election in April. Additionally, the costs related to elections for the Town will be less and staff will have fewer hours dedicated to election activities if the election is a coordinated election with Morgan County. The Board of Trustees who would be up for reelection at the next municipal election, will have their terms extended to accommodate the change in dates.

Motion was made by Trustee Mark Strickland to approve Ordinance No. 11-2022. Seconded by Trustee Jerry Schwindt. Roll Call: Ordinance No. 11-2022 was unanimously approved.

ADJOURNMENT:

Mayor Franzen adjourned the meeting at 10:17 p.m.



Respectfully submitted by:

A handwritten signature in blue ink, appearing to read "Dee", is positioned above a horizontal line.

Deborah Lee, Town Clerk



MINUTES OF MEETING

TOWN OF WIGGINS BOARD OF TRUSTEES SPECIAL MEETING August 10, 2022 at 8:00 p.m.

CALL TO ORDER & ROLL CALL:

A special meeting of the Town Board of Trustees for the Town of Wiggins, Colorado was held on Wednesday, August 10, 2022. Mayor Chris Franzen called the meeting to order at 7:51 p.m. The following Trustees answered roll call: Mayor Chris Franzen; Mayor Pro-Tem David Herbstman and Trustees: Mandy Camilleri, Jerry Schwindt; Bryan Flax, and Bruce Miller. Mark Strickland joined by Zoom. Staff present were Tom Acre, Town Manager; Deb Lee, Town Clerk and Melinda Culley, Town Attorney.

APPROVAL OF AGENDA:

Motion was made by Mayor Pro-Tem David Herbstman to approve the agenda. Seconded by Trustee Jerry Schwindt. Roll Call: Unanimously approved.

CONSIDERATION OF RESOLUTION NO. 26-2022:

A Resolution Authorizing the Town Manager to Sign the agreement Between the Owner and Engineer for Professional Services for the USDA 500,000-Gallon Water Storage Tank and Booster Station Upgrade.

Manager Acre introduced the resolution and reported that in July of 2018 the Town received a letter of condition obligating funds for a grant and loan from USDA Rural Development for the water system upgrades. The Town will receive \$6,030,000 in a loan and \$1.97 million dollars in the form of a grant for the project. They typically allow five years to complete the project once the funds are obligated. USDA will likely allow an extension if the project is in progress. The Owner and Engineer contract is one of the first steps in implementing the project, and is being considered tonight. The funds will come out of the USDA loan and our match first, then the grant. The project design portion of the project should start later this year. We do have to use American steel.

Motion was made by Trustee Bruce Miller to approve Resolution No. 26-2022. Seconded by Trustee Mark Strickland. Roll Call: Unanimously approved.

CONSIDERATION OF RESOLUTION NO. 27-2022:

A Resolution Authorizing the Town Manager to Enter into a Contract with Morgan County Rural Electric Association.



Manager Acre introduced the resolution and explained that staff had been looking at how to get electric service to the park/playground area at Kiowa Park. The Kiowa Park HOA has set aside funds to put down sod and install an irrigation system. We also need a light at the playground. Staff looked at the cost of installing electric service both above and below ground. To comply with the Town's Land Development Code, the service needs to be undergrounded. The electric service requires a bore under CR P to get to the site. If the Town in the future wants a brick-and-mortar restroom out there, it along with any other facilities will need electric service.

Part of the funds can come out of the Conservation Trust Fund since it is for the park and part out of the Capital Improvement Fund so we can use it for other facilities as well. The electric service will be sufficient to serve additional facilities. Staff is looking to get adequate lighting installed as well.

Motion was made by Mayor Pro-Tem David Herbstman to approve Resolution No. 27-2022. Seconded by Trustee Bryan Flax. Roll Call: Unanimously approved.

EXECUTIVE SESSION:

Executive Session for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) regarding an employment matter started at 8:34 p.m.

Motion was made by Mayor Pro-Tem David Herbstman to go to Executive Session for the purpose stated. Seconded by Trustee Mandy Camilleri. Roll Call: Unanimously approved. The Board of Trustees convened the Executive Session at 8:34 p.m. The Executive Session concluded at 8:53 p.m.

REPORT FROM EXECUTIVE SESSION:

The Town Attorney reported that during the executive session the Board met for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) regarding an employment matter and the Board provided the Town Attorney direction on that matter.

ADJOURNMENT:

Mayor Franzen adjourned the meeting at 8:55 p.m.

Respectfully submitted by:

Deborah Lee, Town Clerk

TOWN OF WIGGIS - BILLS PAID
AUGUST 2022

Vendor Name	Description	Amount Paid
BANK OF THE WEST	Credit Card Payments	\$2,514.24
BEAU WARDEN	Reimbursement	\$124.96
BECKER, BRIAN	Umpire	\$200.00
BUILDINGS BY DESIGN	Bulk Water Meter Deposit Refund	\$150.00
CAMILLERI, ROBERT	Training	\$400.00
CASELLE, INC	Support	\$906.00
CDPHE	Annual Permit Fee	\$2,977.00
CITY OF FORT MORGAN	Glassey Farm Pump Electric	\$8.17
COFFMAN, MATT	Utility Deposit Refund	\$9.10
COLORADO ANALYTICAL LABORATORY	Water Analysis	\$1,873.60
COLORADO RURAL WATER ASSN	Membership Dues	\$300.00
CORE & MAIN	Water Equipment Repair Supplies	\$3,491.01
COUNTRY HARDWARE	Park Bathroom Supplies	\$3,776.57
DALE FLEMING	Umpire	\$200.00
Dell Marketing LP	Dell Rugged Computers for PD (3)	\$8,221.50
DEVON HARSHMAN	Umpire	\$200.00
DIAMONDBACK ENG & SURV INC.	Development Reviews	\$23,340.00
DILLON HARSHMAN	Umpire	\$105.00
DOUBLE R EMBROIDERY CO	Name Plates for Planning & Zoning Commissioners	\$90.69
FERGUSON, ALAN	Utility refund	\$20.49
FORBES, CHAD	Utility Refund	\$84.28
GERTGE TECHNOLOGY, LLC	Computer Repair - Replace Hard Drive	\$225.00
HARMAN, STEPHANIE	CIS/NIBRS	\$54.00
HAYES POZNANOVIC KORVER, LLC	Water Rights Attorney's fees	\$3,248.00
HE LLC	Vehicle Repair	\$6,012.50
INTERNATIONAL CODE COUNCIL, INC	Membership Dues	\$145.00
JONES FREELANCING	Rebuild Dugout and Shop Windows	\$4,656.32
JONES IRRIGATION SERVICE	Furnace, Shop Wiring, Moving Christmas Booths	\$3,753.18
JONES IRRIGATION SERVICE	KP Trail Irrigation Line, Stormwater Drainage	\$7,937.50
KELLY, PC	Town Attorney Legal Fees	\$6,256.50
LAW OFFICE OF AMY C. PENFOLD LLC	Prosecuting Attorney Fees	\$975.00
LEAF	Copier Lease	\$159.00
LRE Water	Water Rights Engineering	\$4,400.25
MORGAN COUNTY FAIR SALE	4-H Livestock Sale Donation	\$1,090.00
MORGAN COUNTY QUALITY WATER	Road U	\$75.27
MORGAN COUNTY REA	Utilities - Electric	\$10,412.28
MORGAN COUNTY REA	Electric Service to Park Area at KP	\$14,400.00
OUT EAST CONTRACTING, LLC	Recycled Asphalt	\$1,300.00
PITNEY BOWES-PURCHASE POWER	Postage	\$600.00
PREMIERE COPIER INC	Copier Expense - Office	\$722.51
PROCEDURE INC.	Building Inspections	\$22,481.05
PROFESSIONAL MNGMNT SOLUTIONS,	Contract Accountant Fees	\$1,631.25
RH WATER & WASTEWATER, INC.	Contract Operator	\$800.00
ROCKY MOUNTAIN PETROLEUM	Lift Inspection & Repairs	\$1,134.27

**TOWN OF WIGGIS - BILLS PAID
AUGUST 2022**

Vendor Name	Description	Amount Paid
RUDY'S G.T.O.	Tire Repair	\$873.91
SPEICHER, DAVID	Umpire	\$280.00
STATEWIDE INTERNET PORTAL AUTH	5 Google Workspace Business Starter Licenses	\$77.00
STUB'S GAS & OIL, INC.	PW Fuel	\$1,406.66
SUN VALLEY ELECTRIC INC	Repairs	\$528.50
TREATMENT TECHNOLOGY	Supplies	\$2,916.00
TRI-STATE FIREWORKS, INC.	Fireworks	\$14,300.00
UNCC	Utility Locates	\$988.00
VELAZQUEZ, DANIELA	Utility Refund	\$41.99
VERIZON WIRELESS	Water Communication	\$32.04
Viaero Wireless	Cell Phones	\$461.32
VICKERS, MISTY	Utility Refund	\$72.00
WELDON VALLEY DITCH COMPANY	Kammerer June Accounting	\$199.00
WEX BANK	PD Fuel	\$1,106.69
WIGGINS FARM AND AUTO SUPPLY	Repair/Parts Vehicles	\$140.83
WIGGINS SUPER'S 1846	Supplies	\$170.91
WOLF WASTE, LLC	Trash Removal	\$272.00
XCEL ENERGY	Utilities - Gas	\$174.59

Total \$165,502.93

Approved: _____ Date: 08/22/2022

INCIDENT ANALYSIS - DAY

Date 08/11/2022

Time 10:12:58

Report CFS03

Agency Wiggins Police Dept.

Dates 07/01/2022 Thru 07/31/2022

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
Agency: WPD Wiggins Police Dept.								
00600 Theft	0	0	0	1	1	0	0	2
01100 Fraud	0	0	0	0	2	0	0	2
02430 Loud Noise	1	0	0	0	0	0	1	2
02660 Harass/threat	0	0	0	0	0	1	0	1
02670 Local Ordinance Violation	0	1	0	0	0	0	0	1
02671 Dog At Large	0	0	0	0	0	1	0	1
02672 Fireworks	0	9	1	0	0	0	1	11
02675 Loose Livestock	0	0	0	0	1	0	0	1
02700 Susp Pers/veh/inc	0	0	0	0	1	0	0	1
02710 Prowler	0	1	0	0	0	0	0	1
03000 Community Policing	0	2	2	0	1	0	2	7
03010 Assist Other Agency	0	4	0	1	3	2	1	11
03070 Keep The Peace	0	1	0	0	0	0	0	1
03080 Medical Assist	1	0	0	1	1	1	0	4
03100 Welfare Check	1	0	0	0	1	1	1	4
03120 Extra Patrol	33	17	28	16	19	20	32	165
03121 Vacation House Check	1	0	0	0	0	0	0	1
03540 Traffic Accident	0	0	0	0	0	1	0	1
03600 Driving Complaint	2	0	1	1	0	0	0	4
03610 Parking Complaint	0	0	0	0	0	0	1	1
03750 Meet Party	1	0	0	0	0	0	0	1
03760 Information	1	0	1	1	2	0	1	6
03770 Return Phone Call	1	0	0	0	0	0	0	1
04000 Alarm	0	0	0	0	0	1	1	2
07510 Abandoned Vehicle	0	0	1	0	0	0	0	1
07520 Motorist Assist	1	0	1	0	0	3	2	7
07530 Traffic Contact	1	4	7	1	8	15	9	45
07531 Pedestrian Contact	0	1	1	0	0	2	0	4
07570 Unlock Vehicle	0	1	0	0	0	0	0	1
07580 Vehicle Inspection	0	1	1	0	1	1	0	4
09000 Fire Investigation LE	0	0	1	0	1	0	1	3
09001 911-Welfare Check	1	2	0	0	0	0	0	3
09006 Registered Sex Offender	9	0	0	0	0	0	0	9
09900 Follow Up/Investigation	1	1	1	2	1	4	0	10
09902 Civil Issues	0	0	1	0	0	1	0	2
09917 Special Events	0	0	1	0	0	0	0	1
35SB Traffic Contact-Seatbelt	0	0	2	0	0	0	0	2
REPO Repossession	0	0	1	0	1	1	0	3
SEO Select Enforce Off Init	3	2	6	1	2	4	4	22
Wiggins Police Dept. Agency Total	58	47	57	25	46	59	57	349
Total	58	47	57	25	46	59	57	349

TOWN OF WIGGINS
COMBINED CASH INVESTMENT
JULY 31, 2022

COMBINED CASH ACCOUNTS

01-10210	HIGH PLAINS-MAIN CHECKING	4,784,795.20
01-10750	UTILITY CASH CLEARING ACCOUNT	282.33
		<hr/>
	TOTAL COMBINED CASH	4,785,077.53
01-20200	ACCOUNTS PAYABLE	(198.27)
01-10100	CASH ALLOCATED TO OTHER FUNDS	(4,784,879.26)
		<hr/>
	TOTAL UNALLOCATED CASH	.00
		<hr/>

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	1,712,873.08
20	ALLOCATION TO WATER ENTERPRISE	1,124,893.00
30	ALLOCATION TO SEWER ENTERPRISE	1,218,106.74
40	ALLOCATION TO SALES TAX CAPITAL IMPROVEMENT	709,172.45
50	ALLOCATION TO CONSERVATION TRUST	19,833.99
		<hr/>
	TOTAL ALLOCATIONS TO OTHER FUNDS	4,784,879.26
	ALLOCATION FROM COMBINED CASH FUND - 01-10100	(4,784,879.26)
		<hr/>
	ZERO PROOF IF ALLOCATIONS BALANCE	.00
		<hr/>

TOWN OF WIGGINS
BALANCE SHEET
JULY 31, 2022

GENERAL FUND

ASSETS

10-10100	CASH IN COMBINED CASH FUND	1,712,873.08	
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	18,817.65	
10-10250	COLOTRUST FUND	107.28	
10-10260	CASH IN USE TAX FUND	267,277.31	
10-10310	CASH W/ COUNTY TREASURER	3,505.36	
10-10500	PROPERTY TAXES RECEIVABLE	499,772.00	
10-11500	ACCOUNTS RECEIVABLE	55,352.50	
10-14100	PREPAID EXPENSES	1,079.39	
	TOTAL ASSETS		2,559,634.26

LIABILITIES AND EQUITY

LIABILITIES

10-20200	ACCOUNTS PAYABLE	63,650.28	
10-20210	PAYABLE TO SCHOOL DISTRICT	15,240.26	
10-22210	DEFERRED PROPERTY TAX	499,772.00	
10-22710	FED/ FICA TAXES PAYABLE	10,733.25	
10-22720	STATE W/H TAXES PAYABLE	11,916.40	
10-22740	POLICE PENSION PAYABLE	4,832.61	
10-22760	DEFERRED COMP CONTRIB PAYABLE	621.44	
10-22770	UNEMPLOYMENT PAYABLE	(1,440.90)	
10-22790	GARNISHMENT PAYABLE	(647.50)	
10-22820	HEALTH INSURANCE PAYABLE	(3,762.49)	
10-22830	LIFE INSURANCE PAYABLE	28.00	
10-22840	VISION INSURANCE PAYABLE	72.27	
10-25320	FUND BALANCE	1,324,817.00	
	TOTAL LIABILITIES		1,925,832.62

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	633,801.64		
BALANCE - CURRENT DATE		633,801.64	
TOTAL FUND EQUITY			633,801.64
TOTAL LIABILITIES AND EQUITY			2,559,634.26

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
10-30004 GENERAL MISCELLANEOUS	5.00	1,371.98	.00	(1,371.98)	.0
10-31100 CURRENT PROPERTY TAX	130,808.93	475,227.02	499,772.00	24,544.98	95.1
10-31200 SPECIFIC OWNERSHIP	3,915.95	22,179.97	25,000.00	2,820.03	88.7
10-31300 1% TOWN SALES TAX	22,652.34	147,621.66	200,000.00	52,378.34	73.8
10-31301 USE TAX	32,273.00	163,468.50	120,000.00	(43,468.50)	136.2
10-31420 CIGARETTE TAX	.00	882.74	1,800.00	917.26	49.0
10-31810 SEVERENCE TAX	.00	.00	6,500.00	6,500.00	.0
10-31820 FRANCHISE FEE-MORGAN CTY REA	2,369.00	6,978.00	8,000.00	1,022.00	87.2
10-31821 FRANCHISE FEE-XCEL ENERGY	766.30	10,071.57	8,000.00	(2,071.57)	125.9
10-31823 FRANCHISE FEE--BLUE LIGHTNING	929.72	2,755.12	2,750.00	(5.12)	100.2
10-31900 PENALTIES & INTEREST	29.08	68.66	.00	(68.66)	.0
10-32110 LIQUOR LICENSE (15%)	.00	85.00	175.00	90.00	48.6
10-32210 BUILDING PERMITS	24,557.36	118,953.68	50,000.00	(68,953.68)	237.9
10-33410 GRANTS (DOLA CARES ACT)	.00	100.00	.00	(100.00)	.0
10-33412 DOLA EIAF 2021	.00	.00	82,500.00	82,500.00	.0
10-33415 FEDERAL GRANT--ARP	146,159.89	146,159.89	146,160.00	.11	100.0
10-33430 MISCELLANEOUS FEES	.00	395.38	.00	(395.38)	.0
10-33530 HIGHWAY USERS TAX	3,718.76	27,445.26	38,000.00	10,554.74	72.2
10-33550 ADDITIONAL MOTOR VEHICLE	894.87	5,073.54	6,000.00	926.46	84.6
10-33800 ROAD & BRIDGE	14,927.04	54,225.50	38,000.00	(16,225.50)	142.7
10-34210 SPECIAL POLICE SERVICES	5.00	43.47	.00	(43.47)	.0
10-34215 VIN INSPECTIONS	70.00	540.00	250.00	(290.00)	216.0
10-34220 BUILDING DEVELOPMENT REVIEW	4,000.00	14,304.68	5,000.00	(9,304.68)	286.1
10-34221 BUILDING INSPECTION PLAN REV	14,038.00	36,240.74	1,000.00	(35,240.74)	3624.1
10-34281 ADULT ACTIVITIES FEE	.00	1,750.00	.00	(1,750.00)	.0
10-34282 PARKS & REC FEES	.00	(25.00)	.00	25.00	.0
10-34283 SOFTBALL REG FEES	.00	350.00	2,000.00	1,650.00	17.5
10-34284 BASEBALL REG FEES	.00	8,590.00	11,000.00	2,410.00	78.1
10-34286 VOLLEYBALL REG FEES	.00	.00	1,000.00	1,000.00	.0
10-34287 SOCCER REG FEES	.00	3,190.00	1,500.00	(1,690.00)	212.7
10-34289 MISCELLANEOUS ACTIVITY FEES	.00	.00	2,000.00	2,000.00	.0
10-35110 COURT FINES-MUNICIPAL	4,370.00	24,880.00	30,000.00	5,120.00	82.9
10-36010 DOG LICENSES/CLINIC	40.00	295.00	300.00	5.00	98.3
10-36011 BUSINESS LICENSES	.00	3,880.90	3,500.00	(380.90)	110.9
10-36012 CONTRACTOR LICENSES	75.00	1,025.00	1,800.00	775.00	56.9
10-36013 GOLF CART LICENSES	180.00	640.00	150.00	(490.00)	426.7
10-36030 SPECIAL EVENT FEES	.00	420.00	.00	(420.00)	.0
10-36100 INTEREST ON SAVINGS	.10	9.52	10.00	.48	95.2
10-36310 BUILDING & FARM RENT	500.00	1,615.00	6,000.00	4,385.00	26.9
10-36420 REFUNDS	.00	3,445.68	.00	(3,445.68)	.0
10-36500 CONTRIBUTIONS/DONATIONS	(25.00)	(800.00)	.00	800.00	.0
10-36501 SPONSORSHIPS	55.00	1,490.00	.00	(1,490.00)	.0
10-36511 GRANTS--LEAF	.00	2,100.00	.00	(2,100.00)	.0
10-36512 GRANTS--DUI	.00	4,750.00	.00	(4,750.00)	.0
10-36513 GRANTS--TRAINING	.00	1,575.87	.00	(1,575.87)	.0
10-36515 GRANT--C.I.O.T.	724.80	987.76	.00	(987.76)	.0
10-39160 TRANSFER FROM SALES TAX FUND	.00	.00	50,000.00	50,000.00	.0
10-39210 SALE OF FIXED ASSETS	.00	23,899.00	.00	(23,899.00)	.0

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
TOTAL FUND REVENUE	408,040.14	1,318,261.09	1,348,167.00	29,905.91	97.8

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENTAL</u>					
10-410-13 FINANCIAL AUDIT	.00	5,000.00	9,000.00	4,000.00	55.6
10-410-32 PROFESSIONAL SERVICES	4,437.78	14,853.44	15,000.00	146.56	99.0
10-410-34 CODIFICATION	.00	.00	12,000.00	12,000.00	.0
10-410-35 COPIER LEASE	39.75	422.11	477.00	54.89	88.5
10-410-40 EMPLOYEE TRAINING (	376.00)	1,290.86	5,000.00	3,709.14	25.8
10-410-41 TELEPHONE & INTERNET	170.11	765.32	800.00	34.68	95.7
10-410-42 UTILITIES--ELECTRIC	144.34	557.65	3,000.00	2,442.35	18.6
10-410-43 OFFICE BLDG REPAIRS & MAINT	.00	1,891.03	2,000.00	108.97	94.6
10-410-44 POSTAGE METER LEASE	.00	.00	525.00	525.00	.0
10-410-45 UTILITES-GAS	93.98	859.92	1,200.00	340.08	71.7
10-410-46 CELL PHONE	.00	708.94	980.00	271.06	72.3
10-410-48 TRASH	.00	.00	270.00	270.00	.0
10-410-52 INSURANCE & BONDS	.00	29,383.14	25,000.00	(4,383.14)	117.5
10-410-54 ADVERTISING	.00	500.00	250.00	(250.00)	200.0
10-410-55 POSTAGE & SHIPPING	.00	209.90	1,500.00	1,290.10	14.0
10-410-58 TRAVEL & MEETINGS	921.70	2,183.81	3,500.00	1,316.19	62.4
10-410-61 OPERATING SUPPLIES	281.70	2,388.34	10,000.00	7,611.66	23.9
10-410-68 COPIER EXPENSE	238.43	691.57	600.00	(91.57)	115.3
10-410-70 IT SUPPORT	32.98	56.96	15,000.00	14,943.04	.4
10-410-71 COMPUTER SOFTWARE	243.42	2,193.43	3,000.00	806.57	73.1
10-410-90 DUES & SUBSCRIPTIONS	324.00	344.00	2,500.00	2,156.00	13.8
10-410-91 NEWSLETTERS & PUBLICATIONS	.00	738.25	.00	(738.25)	.0
TOTAL GENERAL GOVERNMENTAL	6,552.19	65,038.67	111,602.00	46,563.33	58.3
<u>ADMINISTRATION DEPARTMENT</u>					
10-411-15 ADMINISTRATION DEPT EMPLOYEES	7,083.74	49,586.18	86,649.00	37,062.82	57.2
10-411-20 EMPLOYEE BENEFITS	789.87	5,529.09	13,847.00	8,317.91	39.9
10-411-22 FICA & MEDICARE	536.40	3,754.80	6,629.00	2,874.20	56.6
10-411-23 457 RETIREMENT	283.76	1,986.32	6,190.00	4,203.68	32.1
10-411-25 UNEMPLOYMENT INS	.00	89.95	254.00	164.05	35.4
10-411-26 WORKERS' COMPENSATION	.00	(3,330.54)	150.00	3,480.54	(2220.
10-411-27 EMPLOYEE APPRECIATION	.00	66.91	1,000.00	933.09	6.7
10-411-28 TA VEHICLE STIPEND	.00	.00	1,000.00	1,000.00	.0
TOTAL ADMINISTRATION DEPARTMENT	8,693.77	57,682.71	115,719.00	58,036.29	49.9

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL DEPARTMENT</u>					
10-412-00 CONTRACT-JUDGE	312.50	2,500.00	3,600.00	1,100.00	69.4
10-412-01 CONTRACT-TOWN PROSECUTOR	975.00	2,100.00	3,000.00	900.00	70.0
10-412-35 COPIER LEASE	23.85	253.27	125.00	(128.27)	202.6
10-412-41 TELEPHONE & INTERNET	.00	.00	100.00	100.00	.0
10-412-55 POSTAGE	.00	78.98	50.00	(28.98)	158.0
10-412-61 OFFICE SUPPLIES	.00	33.14	150.00	116.86	22.1
10-412-68 COPIER EXPENSE	.00	.00	200.00	200.00	.0
10-412-70 IT SUPPORT	.00	.00	100.00	100.00	.0
10-412-71 COMPUTER SOFTWARE	.00	.00	200.00	200.00	.0
TOTAL JUDICIAL DEPARTMENT	1,311.35	4,965.39	7,525.00	2,559.61	66.0
<u>MAYOR & LEGISLATIVE BOARDS</u>					
10-413-10 MAYOR COMPENSATION	200.00	1,400.00	2,400.00	1,000.00	58.3
10-413-11 BOARD OF TRUSTEES COMPENSATION	240.00	1,680.00	2,880.00	1,200.00	58.3
10-413-12 BOARD OF TRUSTEES APPRECIATION	.00	.00	500.00	500.00	.0
10-413-22 FICA & MEDICARE	33.66	235.62	404.00	168.38	58.3
10-413-26 WORKER'S COMPENSATION	.00	49.46	140.00	90.54	35.3
10-413-40 BOARD OF TRUSTEES TRAINING	.00	.00	3,000.00	3,000.00	.0
10-413-51 E & O INSURANCE	.00	3,084.63	2,000.00	(1,084.63)	154.2
10-413-58 BOARD TRAVEL & MEETINGS	.00	310.00	5,000.00	4,690.00	6.2
10-413-71 COMPUTER SOFTWARE	.00	168.14	.00	(168.14)	.0
10-413-90 DUES & SUBSCRIPTIONS	.00	.00	2,500.00	2,500.00	.0
TOTAL MAYOR & LEGISLATIVE BOARDS	473.66	6,927.85	18,824.00	11,896.15	36.8
<u>ELECTIONS</u>					
10-414-00 ELECTIONS	.00	2,708.81	3,000.00	291.19	90.3
TOTAL ELECTIONS	.00	2,708.81	3,000.00	291.19	90.3
<u>TREASURER'S OFFICE</u>					
10-415-15 COLLECTIONS (TREASURERS FEE)	2,616.75	9,491.85	8,000.00	(1,491.85)	118.7
10-415-30 TOWN LEGAL	6,256.50	43,645.00	35,000.00	(8,645.00)	124.7
10-415-40 REPORTING & PUBLISHING	.00	87.40	1,200.00	1,112.60	7.3
TOTAL TREASURER'S OFFICE	8,873.25	53,224.25	44,200.00	(9,024.25)	120.4

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ECONOMIC DEVELOPMENT</u>						
10-416-50	ECONOMIC DEVELOPMENT	.00	.00	20,000.00	20,000.00	.0
10-416-51	MEMBERSHIP FEE/DUES	.00	.00	4,500.00	4,500.00	.0
	TOTAL ECONOMIC DEVELOPMENT	.00	.00	24,500.00	24,500.00	.0
<u>COMMUNITY DEVELOPMENT</u>						
10-417-30	COMMUNITY MEETING	.00	.00	1,000.00	1,000.00	.0
10-417-35	COPIER LEASE	.00	.00	95.00	95.00	.0
10-417-44	POSTAGE	.00	.00	105.00	105.00	.0
10-417-55	POSTAGE MACHINE LEASE	.00	.00	500.00	500.00	.0
10-417-61	OFFICE SUPPLIES	.00	.00	120.00	120.00	.0
10-417-63	ABATEMENT	.00	.00	500.00	500.00	.0
10-417-68	COPIER EXPENSE	.00	.00	120.00	120.00	.0
10-417-70	IT SUPPORT	.00	.00	200.00	200.00	.0
10-417-71	COMPUTER SOFTWARE	.00	168.14	100.00	(68.14)	168.1
10-417-85	CODE ENFORCEMENT	.00	.00	500.00	500.00	.0
10-417-91	NEWSLETTER	.00	.00	2,100.00	2,100.00	.0
	TOTAL COMMUNITY DEVELOPMENT	.00	168.14	5,340.00	5,171.86	3.2
<u>PLANNING & ZONING</u>						
10-418-30	LEGAL/ENGINEERING SUPPORT	517.50	1,242.50	3,500.00	2,257.50	35.5
10-418-35	COPIER LEASE	.00	.00	95.00	95.00	.0
10-418-40	STAFF TRAINING	.00	.00	1,000.00	1,000.00	.0
10-418-41	TELEPHONE & INTERNET	.00	.00	425.00	425.00	.0
10-418-44	POSTAGE	.00	12.00	105.00	93.00	11.4
10-418-49	COMMISSION TRAINING	.00	.00	500.00	500.00	.0
10-418-51	MEMBERSHIPS/PUBLICATIONS	.00	.00	200.00	200.00	.0
10-418-54	NOTICES/PUBLICATION	45.08	182.96	1,000.00	817.04	18.3
10-418-55	POSTAGE	.00	17.94	420.00	402.06	4.3
10-418-61	OFFICE SUPPLIES	.00	110.39	50.00	(60.39)	220.8
10-418-68	COPIER EXPENSE	.00	.00	100.00	100.00	.0
10-418-70	IT SUPPORT	.00	.00	100.00	100.00	.0
10-418-71	COMPUTER SOFTWARE	77.00	278.14	100.00	(178.14)	278.1
10-418-93	COMPREHENSIVE PLAN	.00	.00	82,500.00	82,500.00	.0
10-418-94	ZONING MAP	.00	.00	5,000.00	5,000.00	.0
10-418-97	LAND DEVELOPMENT CODE	.00	.00	37,500.00	37,500.00	.0
10-418-98	IMPACT FEE STUDY	.00	.00	30,000.00	30,000.00	.0
	TOTAL PLANNING & ZONING	639.58	1,843.93	162,595.00	160,751.07	1.1

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY PROGRAMS</u>					
10-419-00 FOURTH OF JULY FESTIVAL	18,429.10	20,071.85	20,000.00	(71.85)	100.4
10-419-01 WIGGINS OLD TIME CHRISTMAS	.00	6,036.32	4,000.00	(2,036.32)	150.9
10-419-02 FALL HARVEST FEST	.00	.00	4,000.00	4,000.00	.0
10-419-05 BUSINESS DIST BEAUTIFICATION	175.70	460.07	2,000.00	1,539.93	23.0
10-419-10 EVENTS COORINATOR	.00	.00	25,000.00	25,000.00	.0
10-419-20 DONATIONS	.00	.00	10,000.00	10,000.00	.0
10-419-50 ECONOMIC DEVELOPMENT	.00	296.80	.00	(296.80)	.0
10-419-58 COMMUNITY MEETING	.00	.00	2,000.00	2,000.00	.0
10-419-61 OFFICE EQUIPMENT LEASES	.00	13.77	.00	(13.77)	.0
10-419-62 MAIN STREET PROGRAMS	.00	.00	20,000.00	20,000.00	.0
10-419-65 TREES/TREE PLANTING	650.00	1,692.78	2,000.00	307.22	84.6
10-419-66 PLANTERS	.00	.00	1,500.00	1,500.00	.0
10-419-91 NEWSLETTER/EVENT POSTCARD	.00	320.40	1,200.00	879.60	26.7
10-419-99 OTHER MISCELLANEOUS	.00	410.60	.00	(410.60)	.0
TOTAL COMMUNITY PROGRAMS	19,254.80	29,302.59	91,700.00	62,397.41	32.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT</u>					
10-421-00 CAPITAL OUTLAY	105.27	105.27	.00	(105.27)	.0
10-421-02 CONTRACT SERVICES	54.00	1,013.00	3,600.00	2,587.00	28.1
10-421-04 EQUIPMENT	.00	31,066.37	45,250.00	14,183.63	68.7
10-421-15 POLICE SALARIES	14,319.00	91,653.76	179,727.00	88,073.24	51.0
10-421-20 EMPLOYEE BENEFITS	1,767.40	10,581.40	28,649.00	18,067.60	36.9
10-421-21 VEHICLE/MOBILE EQUIPMENT	.00	39.95	6,000.00	5,960.05	.7
10-421-22 FICA & MEDICARE	218.26	1,391.54	13,749.00	12,357.46	10.1
10-421-23 PENSION-FPPA	2,021.48	8,851.26	16,175.00	7,323.74	54.7
10-421-24 DEATH & DISABILITY-FPPA	140.72	732.97	2,876.00	2,143.03	25.5
10-421-25 UNEMPLOYMENT INSURANCE	3.26	83.58	539.00	455.42	15.5
10-421-26 WORKERS' COMPENSATION	.00	3,840.46	7,510.00	3,669.54	51.1
10-421-28 FARM HOUSE UTILITIES-GAS & ELC	392.05	1,997.60	.00	(1,997.60)	.0
10-421-29 UNIFORMS	.00	1,505.52	3,000.00	1,494.48	50.2
10-421-30 PROFESSIONAL LEGAL SERVICES	.00	.00	1,000.00	1,000.00	.0
10-421-35 COPIER LEASE	7.95	84.43	95.00	10.57	88.9
10-421-40 TRAINING	859.14	2,354.66	3,000.00	645.34	78.5
10-421-41 TELEPHONE & INTERNET	.00	255.44	2,735.00	2,479.56	9.3
10-421-42 COM CENTER PHONE LINE	.00	326.61	1,821.00	1,494.39	17.9
10-421-43 REPAIRS AND MAINTENANCE (AUTO)	55.50	515.06	5,525.00	5,009.94	9.3
10-421-44 UTILITIES-ELECTRIC	144.34	557.66	750.00	192.34	74.4
10-421-45 UTILITIES-GAS	.00	461.78	400.00	(61.78)	115.5
10-421-46 CELL PHONE	392.02	1,141.84	350.00	(791.84)	326.2
10-421-48 TRASH	.00	.00	270.00	270.00	.0
10-421-49 OTHER MISCELLANEOUS	531.75	1,039.83	1,000.00	(39.83)	104.0
10-421-52 INSURANCE & BONDS	.00	10,263.33	25,000.00	14,736.67	41.1
10-421-55 PRINTING	.00	745.00	800.00	55.00	93.1
10-421-61 OFFICE/GEN OPERATING SUPPLIES	.00	575.56	1,000.00	424.44	57.6
10-421-62 FUEL	1,106.69	5,151.14	8,500.00	3,348.86	60.6
10-421-64 CRIME PREVENTION	.00	12.50	500.00	487.50	2.5
10-421-68 COPIER EXPENSE	.00	.00	100.00	100.00	.0
10-421-70 IT SUPPORT	.00	8.95	2,500.00	2,491.05	.4
10-421-71 COMPUTER SOFTWARE	.00	180.15	9,760.00	9,579.85	1.9
10-421-72 AMUNITION	.00	568.43	1,700.00	1,131.57	33.4
10-421-73 LEXIPOLE	.00	.00	2,239.00	2,239.00	.0
10-421-85 ANIMAL CONTROL	.00	386.29	100.00	(286.29)	386.3
10-421-90 MEMBERSHIP DUES	.00	110.00	253.00	143.00	43.5
TOTAL POLICE DEPARTMENT	22,118.83	177,601.34	376,473.00	198,871.66	47.2
<u>BUILDING INSPECTION DEPARTMENT</u>					
10-424-20 BUILDING INSPECTIONS MATERIALS	.00	21,878.93	1,000.00	(20,878.93)	2187.9
10-424-30 DEVELOPMENT REVIEW MISC EXP	.00	865.00	5,000.00	4,135.00	17.3
10-424-31 COMMERCIAL BUILDING REVIEW	.00	9,874.84	5,000.00	(4,874.84)	197.5
10-424-32 RESIDENTIAL BUILDING REVIEW	22,481.05	60,978.68	5,000.00	(55,978.68)	1219.6
10-424-40 EMPLOYEE TRAINING	.00	.00	2,000.00	2,000.00	.0
TOTAL BUILDING INSPECTION DEPARTMEN	22,481.05	93,597.45	18,000.00	(75,597.45)	520.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS ADMINISTRATION</u>					
10-430-11 SALARY - PW MAINTENANCE(1)	7,036.07	49,490.23	30,779.00	(18,711.23)	160.8
10-430-12 SALARY-PW MAINTENANCE(2)	.00	487.00	.00	(487.00)	.0
10-430-15 SALARY-PW SEASONAL (MOWING)	634.32	1,123.20	6,000.00	4,876.80	18.7
10-430-16 PW EMPLOYEES-FULL TIME	.00	.00	32,718.00	32,718.00	.0
10-430-20 EMPLOYEE BENEFITS - PW	361.40	2,529.80	13,857.00	11,327.20	18.3
10-430-22 FICA & MEDICARE	559.94	3,721.25	4,493.00	771.75	82.8
10-430-23 457 RETIREMENT	63.74	446.18	1,603.00	1,156.82	27.8
10-430-25 UNEMPLOYMENT INSURANCE - PW	5.64	99.77	181.00	81.23	55.1
10-430-26 WORKERS' COMPENSATION - PW	.00	2,065.46	8,250.00	6,184.54	25.0
TOTAL PUBLIC WORKS ADMINISTRATION	8,661.11	59,962.89	97,881.00	37,918.11	61.3
<u>PUBLIC WORKS & STREETS DEPT</u>					
10-431-00 UNIFORMS - PW	.00	674.10	3,500.00	2,825.90	19.3
10-431-20 REPAIRS-EQUIPMENT & VEHICLES	3,907.07	11,345.76	9,500.00	(1,845.76)	119.4
10-431-21 STREETS-SIGNS & MATERIAL	.00	1,075.61	10,000.00	8,924.39	10.8
10-431-22 REPAIRS & MAINTENANCE-STREETS	4,509.38	14,581.80	.00	(14,581.80)	.0
10-431-23 EQUIPMENT RENTAL	.00	.00	200.00	200.00	.0
10-431-24 REPAIRS & MAINTENANCE-STREETS	.00	1,170.81	10,000.00	8,829.19	11.7
10-431-25 FARM HOUSE MAINT	1,090.17	3,086.02	1,000.00	(2,086.02)	308.6
10-431-28 FARM HOUSE UTILITIES	.00	.00	2,700.00	2,700.00	.0
10-431-35 COPIER LEASE	7.95	84.43	95.00	10.57	88.9
10-431-39 GIS	.00	.00	250.00	250.00	.0
10-431-40 EMPLOYEE TRAINING	.00	.00	2,500.00	2,500.00	.0
10-431-41 UTILITIES - ELECTRIC	190.06	2,622.83	1,500.00	(1,122.83)	174.9
10-431-43 BUILDING MAINT	508.41	5,133.04	3,000.00	(2,133.04)	171.1
10-431-45 UTILITIES-GAS	93.98	859.92	1,200.00	340.08	71.7
10-431-46 CELL PHONE	.00	481.76	975.00	493.24	49.4
10-431-47 TELEPHONE & INTERNET	195.00	681.57	800.00	118.43	85.2
10-431-48 TRASH	.00	.00	540.00	540.00	.0
10-431-52 INSURANCE - PW	.00	7,466.34	9,611.00	2,144.66	77.7
10-431-55 POSTAGE & SHIPPING-PW	.00	24.47	.00	(24.47)	.0
10-431-60 STREET LIGHTING - PW	1,778.20	7,117.37	9,600.00	2,482.63	74.1
10-431-61 OFFICE SUPPLIES	.00	.00	1,400.00	1,400.00	.0
10-431-62 FUEL - PW	1,406.66	8,492.38	8,500.00	7.62	99.9
10-431-63 CONTRACT REFUSE REMOVAL - PW	544.00	1,835.00	2,000.00	165.00	91.8
10-431-64 LEVEE REPAIR & MAINT	.00	389.49	.00	(389.49)	.0
10-431-65 TREE PROGRAM	.00	.00	1,500.00	1,500.00	.0
10-431-66 PEST/WEED CONTROL - PW	.00	.00	1,600.00	1,600.00	.0
10-431-68 COPIER EXPENSE	.00	.00	78.00	78.00	.0
10-431-70 IT SUPPORT	.00	.00	2,500.00	2,500.00	.0
10-431-71 COMPUTER SOFTWARE	.00	180.15	424.00	243.85	42.5
10-431-74 EQUIPMENT- CAPITAL OUTLAY	.00	.00	2,250.00	2,250.00	.0
10-431-99 OTHER MISCELLANEOUS - PW	(764.43)	3,347.77	.00	(3,347.77)	.0
TOTAL PUBLIC WORKS & STREETS DEPT	13,466.45	70,650.62	87,223.00	16,572.38	81.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STORMWATER</u>					
10-432-59 STORMWATER ENGINEERING/DESIGN	2,300.00	8,865.00	5,000.00	(3,865.00)	177.3
10-432-60 STORMWATER CONSTRUCTION	.00	.00	50,000.00	50,000.00	.0
10-432-61 RETENTION/DETENTION POND MAINT	.00	.00	5,000.00	5,000.00	.0
10-432-62 CULVERT/DITCH MAINT	.00	.00	1,000.00	1,000.00	.0
10-432-63 3RD AVE STORM LIFT STATION	.00	.00	1,000.00	1,000.00	.0
10-432-64 STREET SWEEPING	.00	.00	500.00	500.00	.0
10-432-65 LEVEE REPAIR & MAINT	.00	.00	2,000.00	2,000.00	.0
TOTAL STORMWATER	2,300.00	8,865.00	64,500.00	55,635.00	13.7
<u>PARK & RECREATION</u>					
10-451-10 CONTRACT LABOR	120.00	240.00	.00	(240.00)	.0
10-451-11 SALARIES - P&R DIRECTOR (SEAS)	.00	.00	17,991.00	17,991.00	.0
10-451-12 SALARIES - SUMMER HELP (SEAS)	.00	1,780.36	16,141.00	14,360.64	11.0
10-451-16 SALARIES-PW FULL-TIME	.00	.00	5,006.00	5,006.00	.0
10-451-22 FICA P&R	.00	136.22	641.00	504.78	21.3
10-451-23 RENTS	.00	150.00	.00	(150.00)	.0
10-451-25 UNEMPLOYMENT INSURANCE	.00	3.14	25.00	21.86	12.6
10-451-26 WORKERS' COMPENSATION	.00	1,035.95	1,500.00	464.05	69.1
10-451-30 SPECIAL EVENTS - P&R	.00	56.39	1,000.00	943.61	5.6
10-451-38 CELL PHONE	73.92	501.58	490.00	(11.58)	102.4
10-451-39 TELEPHONE & INTERNET	.00	486.57	1,200.00	713.43	40.6
10-451-40 TRAINING	.00	.00	1,000.00	1,000.00	.0
10-451-41 UTILITIES - ELECTRIC	1,567.98	5,995.06	12,000.00	6,004.94	50.0
10-451-43 PARK REPAIR AND MAINTENANCE	2,786.90	14,639.27	15,000.00	360.73	97.6
10-451-44 CAPITAL OUTLAY - PARKS	.00	7,937.50	15,000.00	7,062.50	52.9
10-451-48 TRASH	.00	.00	800.00	800.00	.0
10-451-55 NEWSLETTERS/POSTCARDS	.00	.00	1,200.00	1,200.00	.0
10-451-60 BACKGROUND CHECKS	.00	.00	735.00	735.00	.0
10-451-61 OPERATING SUPPLIES - P&R	.00	3,548.94	4,500.00	951.06	78.9
10-451-62 PARKS & RECREATION PROGRAMS	457.80	3,476.93	3,000.00	(476.93)	115.9
10-451-70 IT SUPPORT	.00	.00	100.00	100.00	.0
10-451-71 COMPUTER SOFTWARE	175.00	901.14	2,100.00	1,198.86	42.9
10-451-81 ADULT ACTIVITIES	385.00	804.75	.00	(804.75)	.0
10-451-83 SOFTBALL	.00	10.00	2,000.00	1,990.00	.5
10-451-84 BASEBALL	204.14	7,095.39	10,100.00	3,004.61	70.3
10-451-86 VOLLEYBALL	.00	.00	1,000.00	1,000.00	.0
10-451-87 SOCCER	.00	2,793.23	1,200.00	(1,593.23)	232.8
10-451-88 SUMMER ACTIVITY	81.96	81.96	2,000.00	1,918.04	4.1
10-451-90 UNIFORMS & EQUIPMENT P&R	.00	.00	500.00	500.00	.0
10-451-91 MISC FEES	(3.98)	3.98	.00	(3.98)	.0
10-451-92 PARK CONCESSION EXPENSE	.00	241.45	100.00	(141.45)	241.5
10-451-93 MEMBERSHIP/PUBLICATIONS	.00	.00	200.00	200.00	.0
TOTAL PARK & RECREATION	5,848.72	51,919.81	116,529.00	64,609.19	44.6

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	120,674.76	684,459.45	1,345,611.00	661,151.55	50.9
NET REVENUE OVER EXPENDITURES	287,365.38	633,801.64	2,556.00	(631,245.64)	24796.

TOWN OF WIGGINS
BALANCE SHEET
JULY 31, 2022

WATER ENTERPRISE

ASSETS

20-10100	CASH IN COMBINED CASH FUND	1,124,893.00	
20-10120	CASH ON HAND	50.00	
20-10210	WATER ENTERPRISE CLEARING ACCT	7,603.69	
20-10250	COLOTRUST-WATER FUND	107.28	
20-10251	HIGH PLAINS WATER ENTPR FUND	182,808.26	
20-10260	COLOTRUST - DEVELOPMENT FEES	107.35	
20-10261	2011 USDA DEBT SERV RESERVE	101,283.09	
20-10262	2013 USDA DEBT SERV RESERVE	154,609.15	
20-10270	COLOTRUST-WATER BOND ACCOUNT	22.11	
20-10271	63.23% BOTW DEBT SERVICE	583.95	
20-10273	2020 BOTW LOAN--SINKING FUND	411,190.73	
20-10280	COLOTRUST-WATER BOND RESERVE	108.29	
20-10281	BANK OF THE WEST WTR RESRVS	21,295.09	
20-10282	2020 BOTW LOAN--D.S. RESERVE	255,883.59	
20-10290	OPERATION & MAINTENANCE FUND	107.34	
20-11500	ACCOUNTS RECEIVABLE	86,017.28	
20-14000	CWCB LOAN PROCEEDS ESCROW	1,133,775.50	
20-14100	PREPAID EXPENSE	276.31	
20-16100	LAND	661,549.57	
20-16200	WATER RIGHTS	5,022,202.92	
20-16300	CONSTRUCTION IN PROGRESS	46,000.00	
20-16400	PLANT EQUIPMENT	7,382,696.17	
20-16401	OTHER EQUIPMENT	28,834.06	
20-16410	ACCUMULATED DEPRECIATION	(1,796,869.05)	
	TOTAL ASSETS		14,825,135.68

LIABILITIES AND EQUITY

LIABILITIES

20-20200	ACCOUNTS PAYABLE	32,582.63	
20-20300	ACCRUED COMPENSATED ABSENCES	7,101.64	
20-20301	ACCR'D COMP ABS--CURR. PORTION	1,775.41	
20-20400	ACCRUED INTEREST PAYABLE	157,563.15	
20-22530	2013 USDA	471,062.09	
20-22540	REVENUE BOND PAYABLE-REA	2,719,371.76	
20-22550	BOTW LOAN--63.23% WATER	1,827,739.03	
20-22600	CAPITAL LEASES PAYABLE	239,931.50	
20-22650	2017 CWCB NOTE PAYABLE	2,408,850.00	
20-22900	CUSTOMER DEPOSIT LIABILITY	51,523.78	
	TOTAL LIABILITIES		7,917,500.99

FUND EQUITY

20-27900	RETAINED EARNINGS	6,464,467.93	
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TOWN OF WIGGINS
BALANCE SHEET
JULY 31, 2022

WATER ENTERPRISE

UNAPPROPRIATED FUND BALANCE:			
20-29001	SUSPENSE	109,258.19	
	REVENUE OVER EXPENDITURES - YTD	<u>333,908.57</u>	
	BALANCE - CURRENT DATE		<u>443,166.76</u>
	TOTAL FUND EQUITY		<u>6,907,634.69</u>
	TOTAL LIABILITIES AND EQUITY		<u><u>14,825,135.68</u></u>

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

WATER ENTERPRISE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>						
20-34000	WATER SALES	93,858.71	487,311.53	882,000.00	394,688.47	55.3
20-34001	CUSTOMER DEPOSITS	.00	445.00	35,000.00	34,555.00	1.3
20-34002	BULK WATER SALES	290.60	2,565.20	3,000.00	434.80	85.5
20-34440	TAP FEES & ACQUISITION FEES	86,000.00	433,000.00	800,000.00	367,000.00	54.1
20-34450	MISCELLANEOUS WATER INCOME	2,010.00	10,630.00	15,000.00	4,370.00	70.9
20-36000	WATER DEVELOPMENT CONTRIBUTION	(3.00)	322.00	.00	(322.00)	.0
20-36001	RENTAL INCOME	.00	.00	12,000.00	12,000.00	.0
20-36100	INTEREST EARNED	.40	218.26	.00	(218.26)	.0
TOTAL FUND REVENUE		182,156.71	934,491.99	1,747,000.00	812,508.01	53.5

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROFESSIONAL SERVICES</u>					
20-410-13 FINANCIAL AUDIT	.00	5,000.00	4,000.00	(1,000.00)	125.0
20-410-30 LEGAL SERVICE	.00	678.50	5,000.00	4,321.50	13.6
20-410-31 WATER RIGHTS EXPENSES	7,213.50	49,247.50	95,000.00	45,752.50	51.8
20-410-32 PROFESSIONAL SERVICES	15,307.44	70,132.52	90,000.00	19,867.48	77.9
20-410-33 POSTAGE	.00	321.75	2,000.00	1,678.25	16.1
20-410-34 WATER DEPOSIT REFUND	.00	.00	1,000.00	1,000.00	.0
20-410-38 PROFESSIONAL SERVICES	.00	.00	10,000.00	10,000.00	.0
20-410-40 TRAVEL, MEETINGS, & TRAINING	.00	309.97	4,000.00	3,690.03	7.8
20-410-44 POSTAGE MACHINE LEASE	.00	.00	105.00	105.00	.0
20-410-59 DESIGN/SYSTEM ENGINEERING	12,837.50	33,922.50	5,000.00	(28,922.50)	678.5
TOTAL PROFESSIONAL SERVICES	35,358.44	159,612.74	216,105.00	56,492.26	73.9
<u>WATER ADMINISTRATION</u>					
20-411-12 EMPLOYEE SALARY-ADMINISTRATION	.00	.00	65,793.00	65,793.00	.0
20-411-15 ADMINISTRATION DEPT EMPLOYEES	5,601.60	39,211.20	.00	(39,211.20)	.0
20-411-20 EMPLOYEE BENEFITS	548.11	3,836.77	10,505.00	6,668.23	36.5
20-411-22 FICA & MEDICARE	422.10	2,954.70	5,033.00	2,078.30	58.7
20-411-23 457 RETIREMENT	251.18	1,758.26	5,116.00	3,357.74	34.4
20-411-25 UNEMPLOYMENT INSURANCE	.00	34.20	197.00	162.80	17.4
20-411-26 WORKERS' COMPENSATION	.00	(1,758.55)	145.00	1,903.55	(1212.
20-411-72 UTILITY BILLING SOFTWARE EXP	.00	.00	2,920.00	2,920.00	.0
TOTAL WATER ADMINISTRATION	6,822.99	46,036.58	89,709.00	43,672.42	51.3
<u>PUBLIC WORKS ADMINISTRATION</u>					
20-430-11 SALARY-PW MAINTENANCE	1,062.58	7,438.06	30,040.00	22,601.94	24.8
20-430-15 EMPL SALARY-PW P/T SEASONAL	.00	.00	1,950.00	1,950.00	.0
20-430-20 EMPLOYEE BENEFITS	180.70	1,264.90	5,730.00	4,465.10	22.1
20-430-22 FICA & MEDICARE	67.86	475.02	2,298.00	1,822.98	20.7
20-430-23 457 RETIREMENT	31.88	223.16	901.00	677.84	24.8
20-430-25 UNEMPLOYMENT INSURANCE	.00	7.02	90.00	82.98	7.8
20-430-26 WORKERS' COMPENSATION	.00	354.75	3,345.00	2,990.25	10.6
TOTAL PUBLIC WORKS ADMINISTRATION	1,343.02	9,762.91	44,354.00	34,591.09	22.0
<u>SUPPLIES</u>					
20-431-22 EQUIPMENT REPAIRS AND MAINT	.00	2,753.16	5,000.00	2,246.84	55.1
20-431-62 FUEL	.00	262.81	6,000.00	5,737.19	4.4
20-431-75 VEHICLE REPAIR	.00	.00	5,000.00	5,000.00	.0
TOTAL SUPPLIES	.00	3,015.97	16,000.00	12,984.03	18.9

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
20-432-00 LINE MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
20-432-05 UTILITY LOCATE EXPENSE	.00	267.41	.00	(267.41)	.0
20-432-30 CONTRACT OPERATOR	400.00	2,000.00	6,000.00	4,000.00	33.3
20-432-35 COPIER LEASE	39.75	422.11	477.00	54.89	88.5
20-432-37 ANALYTICAL/SAMPLING EXPENSE	360.70	8,632.95	12,000.00	3,367.05	71.9
20-432-39 GIS	.00	.00	1,125.00	1,125.00	.0
20-432-40 TELEPHONE & INTERNET	32.04	1,046.00	800.00	(246.00)	130.8
20-432-41 UTILITIES-ELECTRIC	13,042.97	36,874.87	70,000.00	33,125.13	52.7
20-432-45 UTILITIES-GAS	93.98	1,742.64	500.00	(1,242.64)	348.5
20-432-46 CELL PHONE	.00	.00	764.00	764.00	.0
20-432-48 TRASH	.00	.00	100.00	100.00	.0
20-432-49 UTILITIES-PROPANE	.00	6,066.66	100.00	(5,966.66)	6066.7
20-432-50 PERMIT FEES	1,220.00	1,220.00	300.00	(920.00)	406.7
20-432-52 INSURANCE AND BONDS	.00	7,072.51	8,000.00	927.49	88.4
20-432-53 BOOSTER STATION MAINTENANCE	.00	355.65	12,000.00	11,644.35	3.0
20-432-54 WATER MAIN INSTALLATION EXP	.00	1,228.99	7,500.00	6,271.01	16.4
20-432-55 METER INSTALL EXPENSE	24.99	6,855.26	30,000.00	23,144.74	22.9
20-432-56 MAINTENANCE (PLANT) RO	2,626.23	23,552.23	15,000.00	(8,552.23)	157.0
20-432-57 TREATMENT/OPERATING SUPPLIES	.00	1,793.75	7,500.00	5,706.25	23.9
20-432-59 WATER WELL MAINTENANCE	106.83	265.26	1,000.00	734.74	26.5
20-432-61 OFFICE SUPPLIES	.00	406.51	1,500.00	1,093.49	27.1
20-432-68 COPIER EXPENSE	245.65	712.52	390.00	(322.52)	182.7
20-432-70 IT SUPPORT	.00	.00	500.00	500.00	.0
20-432-75 SYSTEM REPAIR & MAINTENANCE	154.64	1,302.24	.00	(1,302.24)	.0
20-432-85 WATER LEASES	.00	.00	70,000.00	70,000.00	.0
20-432-87 EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
20-432-90 CAPITAL IMPROVEMENT PROJECT	.00	.00	100,000.00	100,000.00	.0
20-432-99 OTHER MISCELLANEOUS EXPENSE	99.50	39,848.99	1,000.00	(38,848.99)	3984.9
TOTAL OPERATIONS	18,447.28	141,666.55	354,056.00	212,389.45	40.0
<u>DEBT SERVICE</u>					
20-471-09 LOAN PMT-CWCB	.00	.00	45,000.00	45,000.00	.0
20-471-11 LOAN PAYMENT-USDA	.00	73,536.00	147,000.00	73,464.00	50.0
20-471-12 LEASE/PURCHASE PAYMTS-KAMMERER	3,510.42	28,083.36	42,125.00	14,041.64	66.7
20-471-13 BOTW SINKING FUND PYMT	.00	36,132.75	40,000.00	3,867.25	90.3
20-471-14 BOTW INTEREST PYMT	.00	102,736.56	95,000.00	(7,736.56)	108.1
TOTAL DEBT SERVICE	3,510.42	240,488.67	369,125.00	128,636.33	65.2
TOTAL FUND EXPENDITURES	65,482.15	600,583.42	1,089,349.00	488,765.58	55.1
NET REVENUE OVER EXPENDITURES	116,674.56	333,908.57	657,651.00	323,742.43	50.8

TOWN OF WIGGINS
BALANCE SHEET
JULY 31, 2022

SEWER ENTERPRISE

ASSETS

30-10100	CASH IN COMBINED CASH FUND	1,218,106.74	
30-10250	COLOTRUST FUND	107.28	
30-10251	HIGH PLAINS SEWER ENTPR FUND	63,653.05	
30-10260	COLOTRUST SEWER PROJECT	107.28	
30-10271	36.77% BOTW DEBT SERVICE	1,759.75	
30-10273	2020 BOTW LOAN--SINKING FUND	239,118.77	
30-10282	2020 BOTW LOAN--D.S. RESERVE	148,803.41	
30-10290	CD 1726--STORM SEWER WGNS SCH	12,301.08	
30-11500	ACCOUNTS RECEIVABLE	24,275.93	
30-14100	PREPAID EXPENSE	276.30	
30-16100	LAND	821,659.00	
30-16200	BUILDINGS	130,310.00	
30-16300	CONSTRUCTION IN PROGRESS	63,081.99	
30-16400	EQUIPMENT	2,118,488.31	
30-16401	OTHER EQUIPMENT	25,098.72	
30-16410	ACCUMULATED DEPRECIATION-EQ	(768,463.19)	
TOTAL ASSETS			4,098,684.42

LIABILITIES AND EQUITY

LIABILITIES

30-20200	ACCOUNTS PAYABLE	7,466.33	
30-20300	ACCRUED COMPENSATED ABSENCES	7,101.64	
30-20301	ACCR'D COMP ABS--CURR. PORTION	1,775.41	
30-20400	ACCRUED INTEREST PAYABLE	10,435.84	
30-22550	BOTH 36.77% SEWER LOAN	1,062,880.97	
30-22900	CUSTOMER DEPOSIT LIABILITY	10,446.32	
30-22905	DEVELOPER PERFORMANCE DEPOSIT	11,750.00	
TOTAL LIABILITIES			1,111,856.51

FUND EQUITY

30-27900	RETAINED EARNINGS	2,830,717.65	
UNAPPROPRIATED FUND BALANCE:			
30-29001	SUSPENSE	63,536.65	
	REVENUE OVER EXPENDITURES - YTD	92,573.61	
BALANCE - CURRENT DATE		156,110.26	
TOTAL FUND EQUITY			2,986,827.91
TOTAL LIABILITIES AND EQUITY			4,098,684.42

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
30-33420 DOLA GRANT	.00	.00	155,000.00	155,000.00	.0
30-34000 SEWER SALES	21,857.76	149,170.61	248,400.00	99,229.39	60.1
30-34001 CUSTOMER DEPOSITS	.00	130.00	35,000.00	34,870.00	.4
30-34440 TAP FEES	40,000.00	198,000.00	320,000.00	122,000.00	61.9
30-36100 INTEREST EARNED	.20	31.93	.00	(31.93)	.0
30-39110 TRANSFER FROM SALES TAX FUND	.00	.00	85,000.00	85,000.00	.0
TOTAL FUND REVENUE	61,857.96	347,332.54	843,400.00	496,067.46	41.2

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROFESSIONAL SERVICES</u>					
30-410-13 FINANCIAL AUDIT	.00	5,000.00	8,000.00	3,000.00	62.5
30-410-30 LEGAL SERVICE	.00	.00	500.00	500.00	.0
30-410-32 PROFESSIONAL SERVICES	4,446.78	14,916.44	15,000.00	83.56	99.4
30-410-33 POSTAGE	.00	235.56	2,100.00	1,864.44	11.2
30-410-34 SEWER DEPOSIT REFUND	.00	.00	500.00	500.00	.0
30-410-35 COPIER LEASE	39.75	422.05	477.00	54.95	88.5
30-410-40 TRAINING	.00	310.06	1,000.00	689.94	31.0
30-410-44 POSTAGE MACHINE LEASE	.00	.00	105.00	105.00	.0
30-410-67 OFFICE SUPPLIES	.00	.00	200.00	200.00	.0
30-410-68 COPIER EXPENSE	.00	.00	600.00	600.00	.0
TOTAL PROFESSIONAL SERVICES	4,486.53	20,884.11	28,482.00	7,597.89	73.3
<u>SEWER ADMINISTRATION</u>					
30-411-14 EMPL SALARY'S-ADMINISTRATION	.00	.00	45,524.00	45,524.00	.0
30-411-15 ADMINISTRATION DEPT EMPLOYEES	5,601.60	39,211.20	.00 (	39,211.20)	.0
30-411-20 EMPLOYEE BENEFITS	548.10	3,836.70	7,162.00	3,325.30	53.6
30-411-22 FICA & MEDICARE	422.12	2,954.84	3,483.00	528.16	84.8
30-411-23 457 RETIREMENT	251.16	1,758.12	3,610.00	1,851.88	48.7
30-411-25 UNEMPLOYMENT INSURANCE	.00	34.19	137.00	102.81	25.0
30-411-26 WORKERS' COMPENSATION	.00 (	1,195.75)	145.00	1,340.75	(824.7)
30-411-70 IT SUPPORT	.00	.00	250.00	250.00	.0
30-411-72 UTILITY SOFTWARE EXP	.00	.00	2,920.00	2,920.00	.0
TOTAL SEWER ADMINISTRATION	6,822.98	46,599.30	63,231.00	16,631.70	73.7
<u>PUBLIC WORKS ADMINISTRATION</u>					
30-430-11 SALARY-PW MAINTENANCE	1,062.58	7,438.06	.00 (	7,438.06)	.0
30-430-12 SALARY-PW MAINTENANCE	.00	1,410.78	30,040.00	28,629.22	4.7
30-430-13 EMPL SALARY-PW P/T SEASONAL	.00	.00	1,950.00	1,950.00	.0
30-430-20 EMPLOYEE BENEFITS	180.70	1,264.90	5,730.00	4,465.10	22.1
30-430-22 FICA & MEDICARE	67.88	583.06	2,298.00	1,714.94	25.4
30-430-23 457 RETIREMENT	31.88	223.16	901.00	677.84	24.8
30-430-25 UNEMPLOYMENT	.00	9.27	149.00	139.73	6.2
30-430-26 WORKERS' COMPENSATION	.00	222.95	90.00 (	132.95)	247.7
TOTAL PUBLIC WORKS ADMINISTRATION	1,343.04	11,152.18	41,158.00	30,005.82	27.1

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WWTP</u>					
30-431-22 EQUIPMENT MTNCE & REPAIRS	.00	.00	10,000.00	10,000.00	.0
30-431-41 UTILITIES-ELECTRIC	.00	.00	11,000.00	11,000.00	.0
30-431-45 UTILITIES-GAS	.00	.00	400.00	400.00	.0
30-431-48 TRASH	.00	.00	876.00	876.00	.0
30-431-51 WWTP ENGINEERING & CONTINGENCY	2,497.50	4,537.50	5,000.00	462.50	90.8
30-431-59 ENGINEERING DESIGN	.00	8,052.50	5,000.00	(3,052.50)	161.1
30-431-62 FUEL	.00	262.82	3,500.00	3,237.18	7.5
30-431-74 CAPITAL OUTLAY WWTP	.00	.00	25,000.00	25,000.00	.0
30-431-75 VEHICLE REPAIRS	.00	.00	5,000.00	5,000.00	.0
TOTAL WWTP	2,497.50	12,852.82	65,776.00	52,923.18	19.5
<u>OPERATIONS</u>					
30-432-00 LINE MAINTENANCE	.00	.00	12,000.00	12,000.00	.0
30-432-05 UTILITY LOCATE EXPENSE	.00	210.61	.00	(210.61)	.0
30-432-30 CONTRACT OPERATOR	400.00	2,000.00	6,000.00	4,000.00	33.3
30-432-39 COMPUTER SOFTWARE-GIS	.00	.00	1,125.00	1,125.00	.0
30-432-41 UTILITIES(ELECTRIC)	3,139.93	14,646.50	25,000.00	10,353.50	58.6
30-432-42 TELEPHONE/INTERNET	.00	621.76	800.00	178.24	77.7
30-432-45 UTILITIES --GAS	93.95	859.85	100.00	(759.85)	859.9
30-432-46 CELL PHONE	.00	.00	764.00	764.00	.0
30-432-50 PERMIT FEES	1,757.00	3,331.00	1,650.00	(1,681.00)	201.9
30-432-51 ANALYTICAL/SAMPLING EXPENSE	708.00	5,596.40	4,500.00	(1,096.40)	124.4
30-432-52 INSURANCE AND BONDS	.00	7,072.49	8,000.00	927.51	88.4
30-432-53 SEWER CLEANING/VIDEO	.00	.00	15,000.00	15,000.00	.0
30-432-55 GENERAL MAINT CENT LIFT ST	.00	.00	1,000.00	1,000.00	.0
30-432-56 GENERAL MAINT OF PLANT	29.95	2,603.78	2,500.00	(103.78)	104.2
30-432-57 GENERAL MAINT JOHNSON LT ST	48.00	262.00	2,000.00	1,738.00	13.1
30-432-59 ENGINEERING DESIGN	.00	.00	15,000.00	15,000.00	.0
30-432-60 TREATMENT OPERATIONS	1,458.00	4,512.81	10,000.00	5,487.19	45.1
30-432-61 OFFICE SUPPLIES	238.43	793.15	1,500.00	706.85	52.9
30-432-75 CAPITAL OUTLAY - LINES	.00	1,266.00	331,730.00	330,464.00	.4
30-432-99 OTHER MISCELLANEOUS EXPENSE	11.96	(2,113.50)	1,000.00	3,113.50	(211.4)
TOTAL OPERATIONS	7,885.22	41,662.85	439,669.00	398,006.15	9.5
<u>DEBT SERVICE</u>					
30-471-13 BOTW SINKING FUND PYMT	.00	96,798.51	80,000.00	(16,798.51)	121.0
30-471-14 BOTW INTEREST PYMT	.00	24,809.16	.00	(24,809.16)	.0
TOTAL DEBT SERVICE	.00	121,607.67	80,000.00	(41,607.67)	152.0
TOTAL FUND EXPENDITURES	23,035.27	254,758.93	718,316.00	463,557.07	35.5

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	38,822.69	92,573.61	125,084.00	32,510.39	74.0

TOWN OF WIGGINS
BALANCE SHEET
JULY 31, 2022

SALES TAX CAPITAL IMPROVEMENT

ASSETS

40-10100	CASH IN COMBINED CASH FUND	709,172.45	
40-10250	COLOTRUST FUND	107.28	
40-10251	HIGH PLAINS 1% TAX FUND	15,176.63	
40-11500	ACCOUNTS RECEIVABLE	44,015.44	
	TOTAL ASSETS		768,471.80

LIABILITIES AND EQUITY

LIABILITIES

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

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:
REVENUE OVER EXPENDITURES - YTD

147,626.21

BALANCE - CURRENT DATE

147,626.21

TOTAL FUND EQUITY

147,626.21

TOTAL LIABILITIES AND EQUITY

768,471.80

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

SALES TAX CAPITAL IMPROVEMENT

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>REVENUES</u>					
40-31300	1% TOWN SALES TAX	22,652.33	147,621.61	200,000.00	52,378.39	73.8
40-36100	INTEREST EARNED	.75	4.60	5.00	.40	92.0
	TOTAL FUND REVENUE	<u>22,653.08</u>	<u>147,626.21</u>	<u>200,005.00</u>	<u>52,378.79</u>	<u>73.8</u>

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

SALES TAX CAPITAL IMPROVEMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL PROJECTS</u>					
40-430-00 CAPITAL PROJECTS - SEWER	.00	.00	85,000.00	85,000.00	.0
40-430-05 CIP-NORTH STORM DETENTION	.00	.00	75,000.00	75,000.00	.0
40-430-10 CIP-MAIN STREET C&G 3RD TO 5TH	.00	.00	60,000.00	60,000.00	.0
TOTAL CAPITAL PROJECTS	.00	.00	220,000.00	220,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	220,000.00	220,000.00	.0
NET REVENUE OVER EXPENDITURES	22,653.08	147,626.21	(19,995.00)	(167,621.21)	738.3

TOWN OF WIGGINS
BALANCE SHEET
JULY 31, 2022

CONSERVATION TRUST

ASSETS

50-10100	CASH IN COMBINED CASH FUND	19,833.99	
50-10250	COLOTRUST FUND	107.28	
50-10251	HIGH PLAINS CNSRVTN TRST FUND	14,226.85	
	TOTAL ASSETS		34,168.12

LIABILITIES AND EQUITY

LIABILITIES

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

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	9,294.99		
BALANCE - CURRENT DATE		9,294.99	
TOTAL FUND EQUITY			9,294.99
TOTAL LIABILITIES AND EQUITY			34,168.12

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

CONSERVATION TRUST

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>REVENUES</u>					
50-33501	CT - ST PROCEEDS (LOTTERY)	.00	9,287.74	10,000.00	712.26	92.9
50-36100	INTEREST EARNED	.10	7.25	10.00	2.75	72.5
	TOTAL FUND REVENUE	.10	9,294.99	10,010.00	715.01	92.9

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
50-411-11 GROUNDKEEPER SALARY	.00	.00	5,460.00	5,460.00	.0
50-411-22 FICA	.00	.00	418.00	418.00	.0
50-411-25 UNEMPLOYMENT	.00	.00	16.00	16.00	.0
50-411-26 WORKERS' COMPENSATION	.00	.00	100.00	100.00	.0
TOTAL ADMINISTRATION	.00	.00	5,994.00	5,994.00	.0
<u>PARK OPERATIONS</u>					
50-452-60 REPAIRS AND MAINTENANCE	.00	.00	3,000.00	3,000.00	.0
TOTAL PARK OPERATIONS	.00	.00	3,000.00	3,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	8,994.00	8,994.00	.0
NET REVENUE OVER EXPENDITURES	.10	9,294.99	1,016.00	(8,278.99)	914.9



STAFF SUMMARY

Board of Trustees Board of Trustees Meeting August 24, 2022

DATE: August 19, 2022

AGENDA ITEM NUMBER: 5

TOPIC: Consideration of Resolution No. 28-2022 - A Resolution Approving the Cash Management Services Agreement with High Plains Bank

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 will 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). High Plains Bank's 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. The 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. The payments will be approved by the Town Manager, and the Mayor or a Trustee prior to payment being sent out the same as it is now. The Mayor and Trustees will still approve all bill payments at the monthly Regular Board Meeting.

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.

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 No. 28-2022 – A Resolution Approving the Cash Management Services Agreement with High Plains Bank.

ACTION REQUESTED:

MOTION, SECOND, ROLL-CALL VOTE

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

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

**A RESOLUTION APPROVING THE 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 24TH DAY OF AUGUST, 2022.

TOWN OF WIGGINS, COLORADO

Christopher Franzen, Mayor

ATTEST:

Deborah Lee, Town Clerk



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.



STAFF SUMMARY

Board of Trustees Meeting August 24, 2022

DATE: August 19, 2022

AGEND ITEM NUMBER: 6

TOPIC: Appointing a Member to the Planning and Zoning Commission to Fill a Vacancy

STAFF MEMBER RESPONSIBLE: Hope Becker, Planning and Zoning Administrator

BACKGROUND:

The Board of Trustees recently determined that they could not genuinely hold a quasi-judicial hearing for development cases that came before the Board for a final hearing due to two Trustees serving as members of the Planning and Zoning Commission. The Board of Trustees desired to provide more opportunities for community involvement in the decision-making process of development within Wiggins.

Ordinance No. 08-2021 was adopted in September of 2021 changing the membership of the Planning & Zoning Commission to an all-citizen appointed commission. The ordinance created guidelines setting the requirements relating to the terms of members, removal of members, and filling of vacancies.

Recently, the Town received the resignation of a Planning and Zoning Commission member and advertised for a new member. The Town received one application and has determined this applicant meets the criteria to be a Planning & Zoning Commission member.

SUMMARY:

The Planning & Zoning Commission is responsible for the planning related to the orderly growth and development of the Town. The Planning & Zoning Commission meets every 2nd Tuesday of each month pending if there is a hearing or item on the agenda. The Planning & Zoning Commission holds hearings and meetings to vote on and review applications concerning the use, development and improvement of real property subject to Town regulations.

Attached to this Staff Summary is the application of the citizen who desires to serve on the Town's Planning & Zoning Commission.

FISCAL IMPACT:

The Town of Wiggins expenditure budget will not be directly impacted. The appointed members of the Planning and Zoning Commission do not receive compensation.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

The Town strives to provide opportunities for community members to be involved in the decision-making process of future commercial, industrial, and residential development in Wiggins. It can provide a place where citizens interested in the well-being and future development of the community an opportunity to contribute their views.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

- The Board of Trustees may approve the resolution staff has provided for their consideration.
- The Board of Trustees may request a modification and approve the resolution.
- The Board of Trustees could not approve the resolution.

MOTION FOR APPROVAL:

I make the motion to adopt Resolution 29-2022- A Resolution of the Board of Trustees of the Town of Wiggins, Colorado Appointing Regular Members to the Planning and Zoning Commission to Fill Vacancies.

ACTION REQUIRED:

Motion, Second, Roll-Call, Vote.

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

**TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 29-2022**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WIGGINS,
COLORADO APPOINTING A MEMBER TO THE PLANNING AND ZONING
COMMISSION TO FILL A VACANCY**

WHEREAS, the Board of Trustees adopted the Land Development Code, as amended, establishing a Planning and Zoning Commission; and

WHEREAS, the Board of Trustees adopted Ordinance 08-2021 to change the membership of the Planning & Zoning Commission to a citizen lead commission and to also set requirements relating to the terms of members, removal of members, and filling of vacancies; and

WHEREAS, there is currently one (1) citizen vacancy on the Planning and Zoning Commission; and

WHEREAS, the Town has advertised and received an application to fill such vacancy; and

WHEREAS, the Board of Trustees desires to make an appointment as set forth herein.

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

Section 1. The Board of Trustees hereby appoints the following citizen representative to serve on the Planning and Zoning Commission:

- Dan Ronning

Section 2. The term of appointment for the representative above shall be for six (6) years and will expire on August 30, 2030.

Section 3. This Resolution is effective upon adoption.

INTRODUCED, READ, AND ADOPTED AT A MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF WIGGINS THIS 24TH DAY OF AUGUST, 2022.

TOWN OF WIGGINS, COLORADO

Christopher Franzen, Mayor

ATTEST:

Deborah Lee, Town Clerk

Dan Ronning



gninnor@gmail.com



970-223-3586

1200 COYOTE LN
WIGGINS, CO 80654

RECIPIENT NAME
TITLE / COMPANY
ADDRESS

This is in application to fill a vacancy on the Town of Wiggins Planning & Zoning Commission. My wife, Carol, and I recently moved to Wiggins and we intend to have our home here for the rest of our lives. Our move to Colorado was partially influenced by family but our decision to move to Wiggins was a deliberate choice as we desired to avoid the congestion and busyness of the larger communities along the Front Range corridor.

We have a strong desire to a positive influence in any way that we can to make Wiggins a strong, vibrant and safe community.

Sincerely,

Dan Ronning

Town of Wiggins Vacant Planning & Zoning Commission Interest Form - Application Period ends when all vacant seats are filled.

Thank you for your interest in the vacancy on the Town of Wiggins Planning & Zoning Commission. Please complete this interest form, provide a cover letter and resume, and submit any additional documents. Currently there are three vacancies on the Planning & Zoning Commission. Planning & Zoning Commission members must be a resident of Wiggins.

The Board of Trustees will review the information submitted and will contact you for potential next steps.

Email *

gninnor@gmail.com

Name *

First and last name

Dan Ronning

What is your Physical Address? *

1200 Coyote Lane

Phone number *

970-223-3586

Communication is very important. What is the best way to communicate with you? *

☒ Email

☒ Call

☒ Text

What date did you start living in Wiggins? *

MM DD YYYY

12 / 06 / 2021

Please describe in detail any experience you have had serving on an advisory board for a local government and, if so, where and when this occurred. *

I have no experience serving on a governmental advisory board though I do have experience serving on HOA boards.

Do you have construction or town planning and development work history? *

☐ Yes

☒ No

What are your thoughts on growth for Wiggins? *

I would like to see Wiggins grow to the extent that it can support adequate infrastructure, retail and recreation facilities to meet the basic needs of its populace.

Describe, in detail, your vision for the development of the Town of Wiggins. *

I would like to see the community grow at a controlled pace with every decision based on cost vs. community benefits.

What is one area that you see as an area of opportunity for Wiggins? Please describe your rationale. *

I believe the community would benefit from additional retail businesses that would reduce the necessity of residents having to visit other communities to satisfy their basic needs. A local pharmacy comes immediately to mind.

What is your understanding of the role as a member of the Planning & Zoning Commission? *

I perceive it to largely have an advisory role to the Board of Trustees.

What is your understanding of the Staff - Commissioner relationship? *

See answer to preceding question.

Please describe any conflicts of interest you may encounter in serving as a Planning & Zoning Commissioner. *

None

The Town of Wiggins Planning & Zoning Commission meet on the 2nd Tuesday of each month at 7:00 p.m. Please describe any problems or issues you would have in attending these meetings *

I have no problem attending the meetings.

Please describe any other issues or concerns which may not have been included in the above questions and which you believe would be of importance to the Board of Trustees in considering your application to serve on the Planning & Zoning Commission. *

None come to mind.

Submit your cover letter and resume as a PDF file. *



Resume-P&Z - D...



App Ltr Wiggins ...

This form was created inside of Wiggins.

Google Forms

Danny (Dan) C. Ronning

1200 Coyote Ln, Wiggins CO 80654

Ph. 970-223-3586

Work Experience

- 1974-1984 Research Manager for Ralston Purina Company, St. Louis, MO
Primary Responsibilities: Conduct and manage studies to evaluate the safety of food and pharmaceutical products for human consumption
- 1984-2003 Study Director and Research Manager, Colorado Animal Research Enterprises, Fort Collins, CO
Primary Responsibilities: Research study design and management for evaluating veterinary pharmaceuticals for safety and efficacy.
- 2003-2015 Consultant to the Animal Health Industry
Primary Responsibilities: Assist the industry in pharmaceutical product development for food animal applications.
- 2015-Present Retired

Education

- 1971 B.S. in Agronomy/Animal Science
South Dakota State University
Brookings, SD
- 1974 M.S. in Ruminant Nutrition/Biochemistry
South Dakota State University
Brookings, SD

Additional Life Experiences

My wife and I recently spent four years (2018-2021) living in Mexico near Guadalajara where I gained insight to and appreciation for Hispanic culture and heritage which can be of benefit to my service in the community since Hispanics are the second largest ethnic group in Morgan County.



STAFF SUMMARY

Board of Trustee Meeting August 19, 2022

DATE: August 19, 2022

AGENDA ITEM NUMBER: 7

TOPIC: Consideration of Resolution No. 30-2022 - A Resolution Approving an Intergovernmental Agreement Between the Town of Wiggins and the Morgan County Clerk and Recorder Regarding the Conduct of and Administration of the November 8, 2022 General Mail Ballot Election.

STAFF MEMBER RESPONSIBLE: Deb Lee, Town Clerk

BACKGROUND:

The Town of Wiggins desires to hold an election to ask the voters to consider two ballot questions. These ballot questions could be brought to a vote of the registered electors at the biannual Town election, a special election held specifically to consider these ballot questions, or a special election as part of the upcoming November election. In order to accomplish this at the November 8, 2022 election, the election must be coordinated with Morgan County and an agreement made between the county and the Town regarding such election.

Holding the special election as a coordinated election in November is less expensive and it is likely that more citizens will vote in the Town's special election as they are casting votes in the State and Federal elections.

SUMMARY:

The Town has an opportunity to participate in the November 8, 2022 state and federal election with Morgan County. To participate in this upcoming election by coordinating with the County requires that the Town enter into an intergovernmental agreement with Morgan County. Entering into this agreement does not require us to participate in the election, but gives us the opportunity to do so.

Consolidating and cooperating with Morgan County to combine ballot issues for makes voting easier for the public and reduces the cost of holding an election. The State of Colorado encourages the consolidation of elections as well.

FISCAL IMPACT:

The 2022 adopted budget has a line item for the combined election. There should be no additional fiscal impact.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

The efficient use of taxpayer dollars is a goal of the Town of Wiggins. Adoption of this Resolution meets this goal by saving time and costs associated with holding a separate special election.

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 No. 30-2022 - A Resolution Approving an Intergovernmental Agreement Between the Town of Wiggins and the Morgan County Clerk and Recorder Regarding the Conduct of and Administration of the November 8, 2022 General Mail Ballot Election.

ACTION REQUESTED:

MOTION, SECOND, ROLL-CALL VOTE

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

**TOWN OF WIGGINS, COLORADO
RESOLUTION 30-2022**

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WIGGINS AND THE MORGAN COUNTY CLERK AND RECORDER REGARDING THE CONDUCT OF AND ADMINISTRATION OF THE NOVEMBER 8, 2022 GENERAL MAIL BALLOT ELECTION

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13.5 of Title 1, C.R.S.), governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, Morgan County and the Town of Wiggins have determined that it is in the best interest of the taxpayers and the electors to conduct a Coordinated Election on November 8, 2022 (the “Election”); and

WHEREAS, such agreements are authorized by State law.

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

Section 1. The proposed Intergovernmental Agreement Regarding the Conduct and Administration of the November 8, 2022 General Mail Ballot Election (“Intergovernmental Agreement”), a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

Section 2. Pursuant to C.R.S. Section 31-10-102.7, the Town will utilize the requirements and procedures of the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S., as amended, in lieu of the Colorado Municipal Code of 1965, Article 10 of Title 31, C.R.S., as amended. The Town Clerk is hereby appointed as the designated election official of the Town for purposes of performing acts required or permitted by law in connection with the election and in accordance with the terms of the Intergovernmental Agreement.

Section 3. The Mayor and Town Clerk are hereby authorized to execute the Intergovernmental Agreement on behalf of the Town of Wiggins, except that such persons are hereby further authorized to negotiate and approve such revisions to the Intergovernmental Agreement as are determined necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Intergovernmental Agreement are not altered.

INTRODUCED, READ AND ADOPTED THIS 24TH DAY OF AUGUST, 2022.

TOWN OF WIGGINS, COLORADO

ATTEST:

Christopher Franzen, Mayor

Deborah Lee, Town Clerk

INTERGOVERNMENTAL AGREEMENT

BETWEEN

MORGAN COUNTY CLERK AND RECORDER

AND

TOWN OF WIGGINS

Regarding the Conduct and Administration of the

**NOVEMBER 8, 2022
GENERAL MAIL BALLOT ELECTION**

Prepared by:

**Morgan County Clerk and Recorder
231 Ensign St.
Fort Morgan, Colorado 80701
970-542-3521**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made by and between the Board of County Commissioners of the County of Morgan, State of Colorado, on behalf of the Morgan County Clerk and Recorder (hereinafter referred to as the "County") and TOWN OF WIGGINS (hereinafter referred to as the "Jurisdiction") collectively as the "Parties"; and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13.5 of Title 1, C.R.S.), governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, the County and Jurisdiction have determined that it is in the best interest of the taxpayers and the electors to conduct a General Election on November 8, 2022 (the "Election"); and

WHEREAS, such agreements are authorized by State law.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION I. PURPOSE AND DEFINITIONS

1.01 DEFINITIONS:

- A. **"Address Library Report"** means the address report from the Secretary of State (hereinafter "SOS") voter registration system which defines street addresses within the jurisdiction.
- B. **"Chief Election Official"**, (hereinafter "CEO") shall mean the County Clerk and Recorder shall act as the "election official," as defined within the Code and Rules and, as such, shall conduct the Election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.
- C. **"Colorado Election Code"** or **"Code"** means any part of the Uniform Election Code of 1992, (Articles 1-13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.
- D. **"Coordinated Election"** means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Chief Election Official for the jurisdictions.
- E. **"Contact Officer"** who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the Election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.
- F. **"Designated Election Official"** (hereinafter "DEO"), who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact

Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct same.

- G. "Election Day" means November 8, 2022.
- H. "Jurisdiction" means those Jurisdictions or local governments participating in the Coordinated Election under the terms of this Agreement.
- I. "Mail Ballot Packet" means the packet of information provided by the chief election official to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, a secrecy envelope, and a return envelope. § 1-7.5-103(5), C.R.S.
- J. "Post Election Audit" means such audit as set forth in SOS Rule 25
- K. "Proposed Jurisdiction" means a jurisdiction which may be formed pursuant to this Election which is not yet identified by a tax authority code in the County Assessor database.
- L. "SOS" means State of Colorado Secretary of State.
- M. "SOS Election Calendar" means the most recent election calendar as published on the SOS website located at www.coloradosos.gov

1.02 JOINT RESPONSIBILITIES

- A. All parties shall familiarize themselves with all statutory and regulatory requirements impacting elections and TABOR notices if required - See Exhibit E, a copy of which is attached and incorporated herein as though fully set forth.
- B. Nothing herein shall be deemed or construed to relieve the CEO or the Jurisdiction from their official responsibilities for the conduct of the Election.
- C. All parties shall adhere to all applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the above duties.
- D. All parties shall enforce all provisions of the Fair Campaign Practices Act as they may apply to the conduct of the election.

1.03 JURISDICTIONAL LIMITATION

- A. The Jurisdiction encompasses territory within Morgan County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Morgan County.
- B. Where the Jurisdiction is entirely contained within Morgan County, the CEO has jurisdiction in setting ballot order and number. When the Jurisdiction is split

among more than one county, the Jurisdiction agrees to coordinate with the CEO prior to agreeing upon ballot order or numbering.

SECTION II.

COUNTY/JURISDICTION RESPONSIBILITIES

The County and the Jurisdiction shall each perform their respective duties and/or functions within the context of this Agreement:

2.01 THE COUNTY SHALL PERFORM THE FOLLOWING DUTIES IN RELATION TO SAID ELECTION:

- A. The County shall give assistance and information to the DEO of the Jurisdiction on any matter related to elections to ensure the smooth and efficient operation of the election (such information shall not include legal advice).
- B. The County shall designate a "Contact Officer" with the specific duty of assisting with the election of the Jurisdiction (such oversight shall not preclude such Contact Officer from assisting with the elections of other jurisdictions or from performance of other tasks as delegated by the CEO).
- C. The County's Contact Officer shall provide to the Jurisdiction's DEO such advice (not including legal advice) and oversight as may help in the conduct of the Jurisdiction's Election.
- D. The County shall adhere to all applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the above duties.
- E. The County shall abide by all provisions of the Fair Campaign Practices Act as they may apply to the conduct of the Election.
- F. The County shall use the Address Library Report and any documents provided regarding annexation, inclusion and or exclusion, to identify eligible electors within the Jurisdiction.
 - 1. The County shall provide the Jurisdiction with an Address Library Report which defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor data.
 - 2. The County shall verify errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
 - 3. The County shall receive from Proposed Jurisdictions a certified legal description, map, and street list, identifying all street ranges for street addresses within the proposed Jurisdiction on or before eighty-five (85) days prior to the Election. In the event residential addresses are not available, the Proposed Jurisdiction will be required to provide a list of the land parcel numbers which are within the boundaries of the Proposed Jurisdiction.

4. The County shall receive from the Jurisdiction a certification of the accuracy of the Address Library Report, along with any changes, additions, or deletions that need to be made, to the CEO eighty-five (85) days prior to the Election. If the street list information and/or certification are not provided by the date specified herein, the Jurisdiction may not participate in this Election.
5. The County shall receive from the Jurisdiction a certification of any annexations, inclusions, and or exclusions, adopted since January 1 of the current year, including all supporting documentation that need to be made, to the CEO eighty-five (85) days prior to the Election. If the certification and/ or supporting documents are not provided by the date specified herein, the Jurisdiction may not participate in the Election.
- G. The County shall contract for the production of Mail Ballot Packets with a vendor acceptable to the CEO and remit payment directly to the vendor.
- H. The County shall lay out the text of the official ballots in a format that complies with the Code. (See also Section 1.03 (B) herein), and according to the following specifications:
 1. Font Type: Arial
 2. Font Size: 10 point
 3. Justification: Left
 4. All Margins: 0.5 inches
- I. The County shall provide ballot printing layouts and text for proofreading and signature approval by the Jurisdiction prior to final ballot printing.
- J. The County shall mail the ballot packets to registered voters as required by the Code.
- K. The County shall make available a certified list of registered voters on or before the deadline as set forth within the SOS Election Calendar, a copy of which is attached as **Exhibit C** and incorporated herein as though fully set forth.
- L. The County shall appoint, instruct, oversee, and administer the payment of the judges of the Election.
- M. The County shall coordinate, instruct, and oversee the Board of Canvassers.
- N. The County shall prepare and run the required logic and accuracy test deck, along with a test deck provided by the Jurisdiction, on date as set forth within the Morgan County Important Election Dates, a copy of which is attached as **Exhibit D**, and incorporated herein as though fully set forth.
- O. If applicable, the County shall provide daily business day pick-up of the sealed ballot containers containing voted ballots from all assigned locations. Provide replacement sealed empty ballot containers.

- P. The County shall publish and post the required legal notices pursuant to § 1-5-205(1), C.R.S. Notice shall be published for the Jurisdiction's ballot issues, ballot questions, and/or candidates on or before the deadline as set forth within Exhibit C.
- Q. The CEO shall refer members of the press to the DEO regarding specific questions about the Jurisdiction's candidates or ballot questions.
- R. The County shall provide the necessary electronic voting tabulation equipment; trained personnel capable of operating electronic tabulating equipment and programming vote tabulating equipment; and the facility to conduct the ballot tabulation.
- S. The County shall conduct and oversee the process of counting the ballots and reporting the results by Jurisdiction.
- T. The County shall provide a secure area for the number of persons appointed by the Jurisdiction, as per rule, to observe the ballot processing procedures. Jurisdiction shall ensure participation of its personnel in each of the steps of the processing of the ballots prior to tabulating of the ballots.
- U. The County shall conduct a recount of the ballots where the final ballot tabulation results are close enough to require a recount by law; or if not required by statute, upon the request of the Jurisdiction, for any reason. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.
- V. In conjunction with the Jurisdiction, the County shall prepare and run the required Post Election Audit before certifying Election results.
- W. The County shall conduct a canvass of the votes and certify the results of the Jurisdiction's Election within the time required by law and forthwith provide the Jurisdiction with a copy of all Election statements and certificates which are to be created under the Code.
- X. The County shall submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement, which shall be calculated pursuant to the proration formulas detailed in the attached **Exhibit B**, each of which is incorporated herein as though fully set forth. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit to the County the total payment detailed in the invoice.
- Y. The County shall store all Election records as required by the Code.

2.02 THE JURISDICTION SHALL PERFORM THE FOLLOWING DUTIES IN RELATION TO SAID ELECTION AND TABOR NOTICE:

- A. The Jurisdiction shall identify a DEO to act as liaison between the Jurisdiction and the CEO.

- B. The DEO shall familiarize himself or herself with all statutory and regulatory requirements impacting the Jurisdiction's Election.
- C. The DEO shall inform the CEO immediately if the Jurisdiction is shared by any additional county. Procedures will be followed as per SOS Rule 4.2 to determine controlling county for purpose of establishing shared candidate races, ballot issues, and questions in coordinated elections. (See Section 1.03(B) herein).
- D. The Jurisdiction shall provide the CEO with a copy of the ordinance or resolution stating that the Jurisdiction has adopted the Code and certifying that the Jurisdiction will participate in the Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall further authorize the presiding officer of the Jurisdiction or other designated person to execute this Agreement.
- E. The Jurisdiction confirms that it has sufficient funds available and appropriated in the Jurisdiction's approved budget to pay its prorated election expenses for this Election.
- F. The Jurisdiction must return the Agreement to the CEO with both signature pages on or before the deadline set forth in **Exhibit C** in order for such agreement to be valid under the Code.
- G. If requested by the CEO, the Jurisdiction shall provide persons, at the expense of the Jurisdiction, to participate in ballot counting, recount and testing/auditing of voting equipment used in the Election. The Jurisdiction's personnel may participate with personnel from the CEO's office to ensure that the Jurisdiction has an opportunity to participate in each of the electronic vote tabulating procedures that will be used in the Election. The persons provided by the Jurisdiction to participate in testing shall be registered to vote.
- H. The Jurisdiction shall use the Address Library Report provided by the County to identify eligible electors within the Jurisdiction. In order for the CEO to provide correct ballots to electors, the information contained in the Address Library Report must be accurate. If the street list information and/or certification are not provided by the date specified herein (**Exhibit D**), the Jurisdiction may not participate in the Election.
- I. The Jurisdiction shall identify any errors, omissions, and/or corrections to the street ranges used to define Jurisdictional boundaries, in writing at least eighty-five (85) days prior to Election Day.
- J. The Jurisdiction shall provide the CEO with certification of the accuracy of the Address Library Report including any changes, additions, or deletions to be made to the street ranges and return with signed Agreement on or before the deadline as set forth within **Exhibit C**.
- K. Proposed Jurisdictions, not already identified by a tax authority code in the County Assessor's records, shall provide the CEO's office with a certified legal description, map, and a street list, identifying the street ranges for all streets within the Jurisdiction on or before eighty-five (85) days prior to Election Day. In the event

residential addresses are not available, the proposed Jurisdiction agrees to provide a list of the land parcel numbers that are within the boundaries of the proposed Jurisdiction.

- L. The Jurisdiction shall provide CEO with certification of any annexations, inclusions, or exclusions to the Jurisdiction, including all supporting documents, on or before eighty-five (85) days prior to Election Day.
- M. The Jurisdiction shall review all petition information and verify the information against the registration records, and, where applicable, the county assessor's records as per § 1-4-908, C.R.S. After review, the DEO shall notify the candidate of the number of valid signatures and whether the petition appears to be sufficient or insufficient. Upon determining that the petition is sufficient and after the time for protest has passed, the DEO shall certify the candidate to the ballot, and notify the CEO.
- N. The Jurisdiction shall strongly encourage that all initiatives be written in plain, non-technical language, worded with simplicity and clarity in compliance with all statutory requirements as per § 1-40-105(1), C.R.S.
- O. The Jurisdiction shall attempt to limit ballot content.
- P. The Jurisdiction agrees that responses to inquiries shall occur as follows: The CEO shall respond to all correspondence and calls within its expertise relating to election procedures. The CEO and Contact Officer shall refer correspondence and calls concerning the substance of the ballot issues or the operations of the Jurisdiction to a person designated by the Jurisdiction to the CEO at least forty-five (45) days prior to the Election. The DEO shall have staff and be available to the CEO; and also shall reply to the originator of such substance and operations questions within a reasonable time after being notified of the same by the CEO. The DEO shall refer correspondence and calls relating to election procedures which are outside of the DEO's expertise, to the Contact Officer for response.
- Q. The Jurisdiction shall determine the ballot title and text.
- R. The Jurisdiction shall electronically certify, if applicable, the candidates and the list of ballot issues and ballot questions. Receipt of such certification must be confirmed by the County Election Department. The electronic certification shall be in a plain text format on or before the deadline as set forth within Exhibit C. Submittal shall be made according to the following specifications:
 - 1. Font Type: Arial
 - 2. Font Size: 10 point
 - 3. Justification: Left
 - 4. All Margins: 0.5 inches
- S. The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates (order determined by lot drawing, or if

applicable, by municipal charter), ballot issues, and/or ballot questions shall be final and the County will not be responsible for making any changes after the certification, except those prescribed by statute. The County will not accept text with bold, italic, underline, bullets tables or indentations. All caps are reserved exclusively for TABOR issues per the code.

- T. As Morgan County is a county that is required to provide translations under section 1-5-905 C.R.S., ballot certification must be provided in both English and Spanish.

The Jurisdiction must ensure that Produced translations are

- (1) Linguistically accurate
- (2) Culturally appropriate and
- (3) Technically consistent with the original documents.

- U. The Jurisdiction shall provide the phonetic pronunciation of each candidate's name to assist with the preparation of the audio ballot at the time ballot content is certified to the County. The Jurisdiction shall call and leave a voice mail recording at (970) 542-3500 x1416 and include the candidate name; jurisdiction and title of office.

The Jurisdiction must indicate whether any questions are referred measures or citizen initiatives resulting from citizen petition. The Jurisdiction understands and agrees that any ballot content submitted to the CEO after the date stated in Exhibit C "Ballot Content Date" may result in the Jurisdiction's candidates, issues, or questions not being on the ballot. In such event, the Jurisdiction will be required to provide for its own election at its sole expense and the remaining terms and conditions of this Agreement will automatically terminate. In such event, the Jurisdiction shall also reimburse the full and actual costs of the activities of the CEO relating to the Election.

- V. The Jurisdiction shall proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance before the printing of the ballots. Such acknowledgement shall be made within 30 minutes to 120 minutes, and no later than 4:00 pm on the date of receipt of the layout and text from County.
- W. The jurisdiction shall prepare, hand-count, and deliver to the CEO, the required test deck of ballots for testing the electronic vote counting equipment by the due date detailed in **Exhibit D**.
- X. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction shall utilize the online inquiry terminal to access the State of Colorado and Morgan County voter registration records to confirm voter registration and verify "property ownership" information.
- Y. The Jurisdiction shall provide the CEO with an initial and supplemental certified list of "property owners" eligible to vote in the Election, as determined by the Jurisdiction, who:

- a. Own property within the Jurisdiction, appear on the State of Colorado list of registered voters, reside at an address as shown, that is not within the boundaries of Morgan County ("Out of County" property owners); or,
 - b. Own property within the Jurisdiction, appear on the Morgan County list of registered voters, reside at an address that may not match the property address as shown on the County Assessor's list, but is within the boundaries of Morgan County ("In County" property owners).
 - c. The lists shall be submitted as an electronic copy. The electronic copy shall be submitted to the CEO using Microsoft Excel format. The spreadsheet shall contain no more than one (1) eligible elector's name per line. Each line shall consist of the following separated fields: eligible elector's county identification number (if applicable), last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and Morgan County precinct number, if applicable.
- Z. The Jurisdiction shall publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and ballot questions, other than the notice required by § 1-5-205, C.R.S. A copy of all published legal notice shall be submitted to the County for its records.
- AA. The Jurisdiction shall provide support on the day of the Election via telephone and in person, should the need arise, from 7:00 am until counting of the ballots is completed. A designated contact person for the Jurisdiction must be provided upon execution of this Agreement. The Jurisdiction shall also provide emergency contact information upon execution of this Agreement.
- BB. The Jurisdiction shall notify the CEO within twenty-four (24) hours of the completion of the final ballot tabulation whether a recount is required or desired. The Jurisdiction shall reimburse the County for the full cost of the recount. If other Jurisdictions are included in the recount, the cost of the recount shall be prorated among the participating Jurisdictions as per § 1-10.5-101, C.R.S.
- CC. Within thirty (30) days from the date of receipt of an invoice issued pursuant to Section 2.01(X), the Jurisdiction shall remit to the County the total payment due thereunder, as calculated pursuant to **Exhibit B**.
- DD. The Jurisdiction shall pay any additional or unique Election costs resulting from Jurisdiction delays or special preparations or cancellations relating to the Jurisdiction's participation in the Election.

SECTION III. CANCELLATION OF ELECTIONS

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event that the Jurisdiction resolves not to hold the Election, then notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the CEO relating to the Election incurred both before and after the CEO's receipt of such notice. The Jurisdiction shall provide

and post notice of cancellation by publication as required by the Code. In the event that the Jurisdiction resolves not to hold the Election after the last day the DEO is able to certify the ballot order and content to the CEO per Exhibit C, the text provided by the Jurisdiction will not be removed from the ballot or Ballot Issue notice (TABOR Notice).

SECTION IV. MISCELLANEOUS

4.01 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County:

Morgan County Clerk and Recorder
Elections Department
231 Ensign St. - PO Box 1399
Fort Morgan, Colorado 80701
Fax: (970) 542-3553

To Jurisdiction:

Fax: _____

4.02 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the Election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

4.03 AMENDMENT.

This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

4.04 INTEGRATION.

The Parties acknowledge that this Agreement constitutes the sole Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

4.05 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT.

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this Agreement.

4.06 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this agreement or the deadlines published in Exhibit C or the Code may result in consequences up to and including termination of this Agreement.

4.07 GOOD FAITH.

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.08 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.09 NO THIRD PARTY BENEFICIARIES.

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.10 INDEMNIFICATION

To the extent permitted by law, each Party hereto agrees to indemnify, hold harmless and defend all other Parties hereto, their agents, assigns, employees, officers, and officials from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of claims made by a third party and which are caused directly and solely by the Indemnifying Party or its personnel, regardless of where such claim arose. No Party hereto shall be responsible for indemnifying the other Party from and against willful and wanton misconduct arising hereunder.

4.11 INSURANCE

- A. Each Party hereto agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by it pursuant to Section 4.10 above. More specifically, the Parties hereto shall procure and maintain the minimum insurance coverage listed in subsection B. below. Such coverage shall be procured and maintained with forms and insurers acceptable to THE County and the Jurisdiction. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the parties pursuant to Section 4.10, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. The Parties hereto shall procure and maintain at its sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage worker's compensation and, if applicable, emergency medical service professional liability with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall contain a severability of interests provision. The Jurisdiction's policy required by this Section 4.11 shall be endorsed to include the County's officers and employees as additional insured's. Every such policy required above shall be primary insurance. No additional insured endorsement to the policy required by this Section 4.11 shall contain any exclusion for bodily injury or property damage arising from completed operations.
- C. The certificate of insurance provided by each party shall be completed by the other party as evidence that a policy or policies providing the required coverage, conditions, and minimum limits is in full force and effect, and shall be reviewed and approved by the other party. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the other Party. The completed certificate of insurance shall be provided at the address detailed in Section 4.01 hereof.
- D. Failure on the part of either Party to procure or maintain a policy or policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of agreement upon which the other party may immediately terminate this Agreement, or at its discretion, the non-breaching Party may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the non-breaching Party shall be repaid by the other upon demand.
- E. Both Parties reserve the right to request and receive a certified copy of any policy and any endorsement thereto.
- F. The Parties further understand and agree that the County and the Jurisdiction, their officers, and their employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (as set forth by the legislature per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. § 24-10-101 et seq., as from time to time amended, or otherwise available to the County and the Jurisdiction, their officers, their employees, or agents.

4.12 JURISDICTION.

This Agreement is made in and subject to the laws of the State of Colorado. Any disputes shall be brought in the District Court in and for the County of Morgan, State of Colorado.

4.13 EXHIBITS.

The following constitutes an exclusive listing of the Exhibits to this Agreement:

Exhibit A	Morgan County Clerk and Recorder Contact Information
Exhibit B	Itemized Invoice of Expenses (Copy of 2017 Election Cost Sample)
Exhibit C	SOS Election Calendar (subject to updates)
Exhibit D	Morgan County Important Election Dates
Exhibit E	TABOR Notice
Exhibit F	Contact and Participant Information List
Exhibit G	Ballot Certification Template

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective on the latest date noted below.

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF MORGAN, COLORADO**

CHIEF ELECTION OFFICIAL:

By Jon J. Becker, Chair

By County Clerk and Recorder

Date _____

Date _____

Attest Randee Aleman, Deputy Clerk to the Board

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

Director of Finance

County Attorney

TOWN OF WIGGINS

By _____

By _____

Date _____

Date _____

Attest _____

APPROVED AS TO FISCAL CONTENT:

Finance Department

APPROVED AS TO LEGAL FORM:

Attorney