

Posted on May 21, 2024 at: 15:30



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

MAY 22, 2024, 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 April 24, 2024
2. Approval of Bills May 2024

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. PUBLIC HEARING *(Public Input will be taken during the public hearing)*
Consideration of Codification of Town Ordinances and Land Development Code as the Municipal Code for the Town of Wiggins

1. **CONSIDERATION OF ORDINANCE NO. 02-2024** - An Ordinance Adopting by Reference and Enacting a New Municipal Code for the Town of Wiggins; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing for the Adoption of Secondary Codes by Reference; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending Such Code; and Providing When Such Code and This Ordinance Shall Become Effective
2. Ordinance No. 02-2024

VI. CONSIDERATION OF RESOLUTION NO. 21-2024

A Resolution Authorizing the Town to Contract for Crack Sealing Streets in the Town of Wiggins

1. Resolution No. 21-2024

VII. CONSIDERATION OF ORDINANCE NO. 04-2024

An Ordinance Approving a Lease Agreement for an Office Copier for Town Hall

1. Ordinance No. 04-2024

VIII. LIQUOR LICENSE AUTHORITY

1. Just 1 More Liquor License Renewal

IX. ADJOURNMENT

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



MINUTES OF MEETING

TOWN OF WIGGINS BOARD OF TRUSTEES MEETING

April 24, 2024 at 7:00 p.m.

CALL TO ORDER & ROLL CALL

A meeting of the Town Board of Trustees for the Town of Wiggins, Colorado was held on Wednesday, April 24, 2024. Mayor Chris Franzen called the meeting to order at 7:00 p.m. The following Trustees answered roll call: Mayor Chris Franzen and Trustees: Bryan Flax, Bruce Miller, Steve Perrott and Mayor Pro-Tem David Herbstman. Staff present were Tom Acre, Town Manager; Nichole Seiber, Town Clerk/Treasurer; Hope Becker, Planning and Zoning Director; and Beau Warden, Public Works Supervisor.

APPROVAL OF THE AGENDA

Motion was made by Trustee Miller to approve the agenda. Seconded by Trustee Perrott. Roll Call: The agenda was unanimously approved.

CONSENT AGENDA

Motion was made by Trustee Flax to approve the Consent Agenda. Seconded by Trustee Perrott. Roll Call: The Consent Agenda was unanimously approved.

TOWN MANAGER REPORT

- The Town Manager Report was included in the packet.
- The Town Manager clarified who is in charge when he is out of the office. In response to a question by the Trustees.

APPROVAL OF APRIL BILLS 2024

Trustee Miller inquired about the lawn mower purchase. The Town Manager stated the Board approved the purchase.

Trustee Flax asked if the Main Street median signs and baseball markers were from Colorado Custom Firearms. The Town Manager confirmed that they were.

Mayor Pro-Tem asked about the price of the Arbor Day trees. The Town Manager clarified that that price was for the Main Street Island trees, Kiowa Park trees, and Arbor Day trees.

Trustee Miller asked about the officer equipment. The Town Manager stated he thought that was additions to the recently purchased firearms.



Motion was made by Mayor Pro-Tem Herbstman to approve the April 2024 Bills. Seconded by Trustee Perrott. Roll Call: Motion was unanimously approved.

FINANCIALS - ACTUAL TO BUDGET

There was no discussion.

Motion was made by Trustee Miller to approve Financials Actual to Budget. Seconded by Trustee Flax. Roll Call: Motion was unanimously approved.

PUBLIC COMMENTS

The Public Comments portion of the meeting was opened at 7:10 p.m.

Terry Sauer appeared in person. She expressed her thoughts, concerns and possible resolutions about the possibility of a dog ordinance at Teets Field.

Cheryl Weinstein appeared in person. She also discussed her thoughts and concerns about the possibility of a dog ordinance at Teets Field.

Jeff Palmer appeared in person. He brought forward his concerns with the possibility of having a dog ordinance as well.

The Public Comment portion of the meeting was closed at 7:29 p.m.

CONSIDERATION OF ORDINANCE 02-2024 – An Ordinance Adopting by Reference and Enacting a New Municipal Code for the Town of Wiggins; Providing for the Repeal of Certain Ordinances not Included Therein; Providing for the Adoption of Secondary Codes by Reference; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending Such Code; and Providing When Such Code and this Ordinance shall Become Effective and Setting a Public Hearing Date for May 22, 2024.

The Planning and Zoning Director discussed the codification process that has taken place.

Motion was made by Mayor Pro-Tem Herbstman to approve Ordinance 02-2024. Seconded by Trustee Miller. Roll Call: Motion was unanimously approved.

CONSIDERATION OF ORDINANCE 03-2024 – An Emergency Ordinance of the Town of Wiggins Prohibiting Dogs in Delbert Teets Park.

There was discussion about trying to find an alternative solution to the Ordinance.

Motion was made by Mayor Pro-Tem Herbstman to approve Ordinance 03-2024. Seconded by Trustee Flax. Roll Call: Motion failed unanimously.



CONSIDERATION OF RESOLUTION 17-2024 – A Resolution Refunding a Portion of Delinquent Charges Assessed and Collected in 2023 for Water and Sewer Provided by the Town of Wiggins, Colorado.

There was discussion on who would be getting the refunds.

Motion was made by Trustee Perrott to approve Resolution 17-2024. Seconded by Trustee Miller. Roll Call: Motion was unanimously approved.

CONSIDERATION OF RESOLUTION 18-2024 – A Resolution Approving a Revocable Agreement Between the Town of Wiggins and Kiowa Park Homeowner’s Association of the Kiowa Park Subdivision.

The Planning and Zoning Director discussed the changes in the previous agreement. There was also discussion on who is responsible for each of the sections within Kiowa Park.

Motion was made by Trustee Perrott to approve Resolution 18-2024. Seconded by Mayor Pro-Tem Herbstman. Roll Call: Motion was unanimously approved.

CONSIDERATION OF RESOLUTION 19-2024 – A Resolution Authorizing the Town Manager to Enter into Contract with the Band Named Double Wide and a Solo Opening Act to Play on August 31, 2024 for the Town of Wiggins 50th Year of Incorporation Celebration.

The Mayor discussed the details of the band and other possible vendors for the event.

Motion was made by Trustee Perrott to approve Resolution 19-2024. Seconded by Mayor Pro-Tem Herbstman. Roll Call: Motion was unanimously approved.

CONSIDERATION OF RESOLUTION 20-2024 – A Resolution Authorizing the Town Manager to Purchase Parts for the Elgin Street Sweeper and Repealing Resolution No. 14-2024.

The Town Manager discussed the revised bid for the parts. The Public Works Supervisor stated the cost and projection of the time it will take for the repairs.

Motion was made by Trustee Miller to approve Resolution 20-2024. Seconded by Trustee Perrott. Roll Call: Motion was unanimously approved.

ADJOURNMENT

The Mayor invited closing remarks.

There was some discussion on potholes being filled, the non-potable line and augmentation ponds. There was also discussion about a semi being parked in Kiowa Park, drainage in Wiggins, utilizing the



roller when filling potholes, and the splashpad. The two open positions with the Town of Wiggins were also discussed.

Mayor Franzen adjourned the meeting at 8:30.

Respectfully submitted by:



The Town Clerk/Treasurer, Nichole Seiber

TOWN of WIGGINS - BILLS PAID

May 2024

Vendor Name	Description	Amount Paid
BANYAN ENVIRONMENTAL	Asbestos Testing	\$580.00
BLOEDORN LUMBER	Misc Building Supplies	\$666.92
BLUE LIGHTNING	Phone and Internet	\$913.44
BMO HARRIS N.A.	Credit Card Payments	\$3,132.06
BRUSH RODEO ASSOCIATION	Sponsorship	\$250.00
CIRSA	Workers Comp/Property Ins	\$23,326.08
CITY OF FORT MORGAN	CML Spring District Meeting	\$50.00
CITY OF FORT MORGAN UTILITIES	Glassey Pump	\$8.17
COLORADO ANALYTICAL LABORATORY	Water Analysis	\$784.40
COLORADO DEPT OF REVENUE	Duplicate Titles	\$84.18
CORE & MAIN	PW Equipment	\$1,939.73
DEL-MAR SEPTIC SERVICE LLC	Pumped Septic Tank MCR U	\$325.00
FRANZEN, CHRIS	Steel Reimbursement	\$32.52
HARBOR FREIGHT TOOLS	Tools for Sewer Plant	\$272.89
HOFFMAN, EASTON	10U Softball Umpire	\$60.00
INVOICE CLOUD	Invoice Cloud Software Monthly Subscription	\$361.15
KAMMERER, WILLIAM M.	Water Shares Lease/Purch Paymt	\$3,510.42
KING LEE TECHNOLOGIES	Cartridge Filters	\$1,380.00
LEAF	Copier Lease Split	\$159.00
MORGAN COUNTY CLERK	Plate for PW Vehicle	\$11.06
MORGAN COUNTY QUALITY WATER	3261 CR U	\$34.03
MORGAN COUNTY REA	Utility - Electrical	\$10,000.99
NUZMAN, LANDON	10U Softball Umpire	\$60.00
PROFESSIONAL MANAGEMENT SOLUTIONS	Contract Accountant	\$5,601.25
REXEL	Electrical FC	\$10.47
SPWRAP	Treated Water Use - Membership Payment	\$597.25
STRAND PLUMBING	Plumbing Supply	\$300.00
VIAERO WIRELESS	Cell Phones/Tablets	\$497.60
WERNER, BEN	Baseball Umpire	\$180.00
WEX FLEET UNIVERSAL	Fuel for PD/PW	\$2,039.68
WIGGINS FFA	Hired Hand Auction	\$1,100.00
WOLF WASTE, LLC	Trash Removal	\$753.00
		\$753.00

Approved By: 

Date 05/20/24

Total: \$59,021.29



TOWN MANAGER'S REPORT

Board of Trustees Meeting May 22, 2024

- The Town Manager and Town Clerk attended the CML District 1 meeting in Fort Morgan last Thursday.
- Saff attended the DOLA Camp Resilience in Akron last Tuesday. Participants included staff from Akron Brush!, Julesburg, Limon, Sterling, Wray, and Yuma. The Town's contract accountant flagged two additional incidents of check fraud that occurred about the same time as the incident reported last month. These are being reported to the Postal Inspector, FBI and claims are being submitted to CIRSA as we are provided the bank name and branch location. Electronic payment ability has been implemented through Caselle and High Plains Bank. Local vendors are being paid by hand delivered check.
- The Park Pavilion building construction is planned to commence the week of May 20th.
- Staff has contacted Coatings Inc. regarding scheduling pending Board approval of the contract.
- Staff is getting revised quotes for the Karen Street drainage and road work. Plan is it present options at the June work session.
- The excess vehicle auction by Purple Wave is complete and vehicles have been removed by the buyers.
- The Johnson Street lift station grinder vault is installed. The grinder shipment has been delayed pending fabrication of the custom rack to raise and lower the grinder in the vault. Deliver is anticipated June 28th. The lift station has been working well.
- Staff discussed the levee inspection with the USACE and is having the pipes through the levee video inspected and will forward the results prior to the USACE finalizing the levee inspection report.
- The Parks and Recreation/Event Coordinator is anticipated to begin work the week of May 20th pending receipt of the background check process,
- Both of the part time/summer parks maintenance staff have begun working.
- The street sweeper is operational and being used.

INCIDENT ANALYSIS - DAY

Date 05/01/2024

Time 14:39:45

Report CFS03

Agency Wiggins Police Dept.

Dates 04/01/2024 Thru 04/30/2024

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
Agency: WPD Wiggins Police Dept.								
00500 Burglary	0	0	1	0	0	0	0	1
00600 Theft	0	0	1	1	1	0	1	4
01100 Fraud	0	0	1	1	1	1	0	4
02415 Domestic Violence	1	0	0	0	0	0	0	1
02430 Loud Noise	2	0	0	0	0	0	0	2
02660 Harass/threat	0	0	0	0	0	0	1	1
02670 Local Ordinance Violation	0	2	3	0	1	0	0	6
02671 Dog At Large	0	1	1	0	0	0	1	3
02700 Susp Pers/veh/inc	0	1	1	1	1	2	0	6
02900 Runaway/missing Prsn	0	0	0	1	0	0	0	1
03000 Community Policing	0	0	0	0	2	0	0	2
03010 Assist Other Agency	0	3	2	3	0	3	2	13
03055 Remove A Party	0	0	0	0	0	1	0	1
03100 Welfare Check	1	0	0	0	0	0	1	2
03120 Extra Patrol	0	0	1	0	29	26	36	92
03540 Traffic Accident	0	0	0	1	0	0	0	1
03600 Driving Complaint	0	0	0	0	2	1	1	4
03610 Parking Complaint	0	1	0	0	0	0	1	2
03644 Vicious Dog	0	0	1	0	1	0	0	2
03650 Cat At Large	0	0	0	0	0	1	0	1
03730 Lost/found	0	1	0	0	0	1	1	3
03760 Information	0	1	2	3	0	1	1	8
04000 Alarm	0	0	0	0	0	1	1	2
05000 Misc	0	0	1	1	0	0	0	2
07520 Motorist Assist	0	0	1	0	0	2	2	5
07530 Traffic Contact	0	11	9	13	7	10	12	62
07580 Vehicle Inspection	0	1	0	0	0	1	0	2
07700 Juv Problem	0	0	1	0	0	0	0	1
09000 Fire Investigation LE	0	0	1	0	0	0	0	1
09001 911-Welfare Check	3	1	3	2	1	2	0	12
09006 Registered Sex Offender	0	0	0	1	0	2	0	3
09007 Animal Welfare Check	0	0	1	0	0	0	0	1
09900 Follow Up/Investigation	2	0	0	2	1	3	0	8
09902 Civil Issues	0	0	0	0	0	0	1	1
35DU Traffic Contact-DUI Inv	0	1	0	0	0	0	9	10
35SB Traffic Contact-Seatbelt	0	33	0	4	0	46	0	83
E22 Multiple Complaints	0	0	0	0	1	0	0	1
S2T Safe2Tell	0	0	0	0	0	1	0	1
SEO Select Enforce Off Init	0	8	8	5	14	8	7	50
Wiggins Police Dept. Agency Total	9	65	39	39	62	113	78	405
Total	9	65	39	39	62	113	78	405

TOWN OF WIGGINS
 COMBINED CASH INVESTMENT
 APRIL 30, 2024

COMBINED CASH ACCOUNTS

01-10210	HIGH PLAINS-MAIN CHECKING	230,370.76
01-10220	HIGH PLAINS-SWEEP ACCOUNT	3,998,842.07
01-10700	RETURNED CHECK CLEARING ACCT	82,365.47
		4,311,578.30
01-20200	ACCOUNTS PAYABLE	(456.72)
01-10100	CASH ALLOCATED TO OTHER FUNDS	(4,377,173.26)
		(66,051.68)

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	1,913,119.25
20	ALLOCATION TO WATER ENTERPRISE	936,487.43
30	ALLOCATION TO SEWER ENTERPRISE	1,371,532.86
40	ALLOCATION TO SALES TAX CAPITAL IMPROVEMENT	794,990.32
45	ALLOCATION TO SALES TAX STREETS	(686,385.87)
50	ALLOCATION TO CONSERVATION TRUST	47,429.27
		4,377,173.26
	ALLOCATION FROM COMBINED CASH FUND - 01-10100	(4,377,173.26)
		.00

TOWN OF WIGGINS
BALANCE SHEET
APRIL 30, 2024

GENERAL FUND

ASSETS

10-10100	CASH IN COMBINED CASH FUND	1,913,119.25	
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	18,910.52	
10-10250	COLOTRUST FUND	117.18	
10-10260	CASH IN USE TAX FUND	267,277.31	
10-10310	CASH W/ COUNTY TREASURER	4,188.65	
10-10500	PROPERTY TAXES RECEIVABLE	681,487.00	
10-11500	ACCOUNTS RECEIVABLE	74,105.79	
	TOTAL ASSETS		2,960,055.39

LIABILITIES AND EQUITY

LIABILITIES

10-20200	ACCOUNTS PAYABLE	(12,801.52)	
10-20210	PAYABLE TO SCHOOL DISTRICT	27,214.75	
10-22210	DEFERRED PROPERTY TAX	681,487.00	
10-22410	UNEARNED REVENUE	135,516.52	
10-22700	WAGES PAYABLE	34,764.11	
10-22710	FED/ FICA TAXES PAYABLE	71,270.08	
10-22720	STATE W/H TAXES PAYABLE	8,670.72	
10-22740	POLICE PENSION PAYABLE	3,247.16	
10-22760	DEFERRED COMP CONTRIB PAYABLE	7,356.14	
10-22770	UNEMPLOYMENT PAYABLE	(106.96)	
10-22820	HEALTH INSURANCE PAYABLE	(9,674.08)	
10-22825	AFLAC PAYABLE	121.35	
10-22830	LIFE INSURANCE PAYABLE	50.40	
10-22840	VISION INSURANCE PAYABLE	126.27	
10-25320	FUND BALANCE	1,832,486.63	
	TOTAL LIABILITIES		2,779,728.57

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	169,532.47		
BALANCE - CURRENT DATE		169,532.47	
TOTAL FUND EQUITY			169,532.47
			2,949,261.04

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
10-31100	CURRENT PROPERTY TAX	33,701.49	293,729.78	681,487.00	387,757.22 43.1
10-31200	SPECIFIC OWNERSHIP	4,306.75	15,998.33	30,000.00	14,001.67 53.3
10-31300	1% TOWN SALES TAX	19,902.31	88,645.24	310,000.00	221,354.76 28.6
10-31301	USE TAX	1,260.38	9,310.16	10,000.00	689.84 93.1
10-31420	CIGARETTE TAX	79.11	589.34	1,000.00	410.66 58.9
10-31810	SEVERENCE TAX	.00	.00	65,000.00	65,000.00 .0
10-31820	FRANCHISE FEE-MORGAN CTY REA	.00	2,433.00	9,000.00	6,567.00 27.0
10-31821	FRANCHISE FEE-XCEL ENERGY	.00	6,765.10	15,000.00	8,234.90 45.1
10-31823	FRANCHISE FEE--BLUE LIGHTNING	1,024.00	2,046.50	3,000.00	953.50 68.2
10-31900	PENALTIES & INTEREST	3.56	3.56	.00	(3.56) .0
10-32110	LIQUOR LICENSE (15%)	.00	32.50	175.00	142.50 18.6
10-32210	BUILDING PERMITS	350.00	5,208.85	25,000.00	19,791.15 20.8
10-33412	DOLA EIAF 2021	.00	20,248.59	55,197.00	34,948.41 36.7
10-33430	MISCELLANEOUS FEES	.00	3.50	.00	(3.50) .0
10-33530	HIGHWAY USERS TAX	5,750.56	22,414.18	60,869.00	38,454.82 36.8
10-33550	ADDITIONAL MOTOR VEHICLE	721.12	2,733.65	6,000.00	3,266.35 45.6
10-33800	ROAD & BRIDGE	3,845.34	33,511.43	45,000.00	11,488.57 74.5
10-34210	SPECIAL POLICE SERVICES	50.00	150.00	.00	(150.00) .0
10-34215	VIN INSPECTIONS	30.00	340.00	200.00	(140.00) 170.0
10-34220	BUILDING DEVELOPMENT REVIEW	.00	1,050.00	5,000.00	3,950.00 21.0
10-34221	BUILDING INSPECTION PLAN REV	.00	2,963.25	5,000.00	2,036.75 59.3
10-34282	PARKS & REC FEES	.00	3,410.00	.00	(3,410.00) .0
10-34283	SOFTBALL REG FEES	.00	.00	2,000.00	2,000.00 .0
10-34284	BASEBALL REG FEES	125.00	125.00	10,000.00	9,875.00 1.3
10-34286	VOLLEYBALL REG FEES	.00	.00	1,000.00	1,000.00 .0
10-34287	SOCCER REG FEES	.00	.00	6,500.00	6,500.00 .0
10-35110	COURT FINES-MUNICIPAL	5,024.22	15,728.72	37,250.00	21,521.28 42.2
10-36000	OTHER MISCELLANEOUS REVENUE	(7.18)	1,607.23	.00	(1,607.23) .0
10-36010	DOG LICENSES/CLINIC	170.00	240.00	300.00	60.00 80.0
10-36011	BUSINESS LICENSES	330.00	496.00	200.00	(296.00) 248.0
10-36012	CONTRACTOR LICENSES	150.00	675.00	1,250.00	575.00 54.0
10-36013	GOLF CART LICENSES	75.00	250.00	200.00	(50.00) 125.0
10-36020	CULTURE & RECREATIONAL FEES	.00	2,415.00	.00	(2,415.00) .0
10-36040	INSURANCE PROCEEDS	18,969.60	18,969.60	.00	(18,969.60) .0
10-36050	CAPITAL CREDITS RECEIVED	2,196.81	2,196.81	.00	(2,196.81) .0
10-36100	INTEREST ON SAVINGS	14,354.40	33,900.23	35,000.00	1,099.77 96.9
10-36310	BUILDING & FARM RENT	550.00	550.00	6,000.00	5,450.00 9.2
10-36500	CONTRIBUTIONS/DONATIONS	5.00	5.00	.00	(5.00) .0
10-36501	SPONSORSHIPS	15.00	80.00	.00	(80.00) .0
10-36512	GRANTS--DUI	300.00	1,100.00	.00	(1,100.00) .0
	TOTAL FUND REVENUE	113,282.47	589,925.55	1,426,628.00	836,702.45 41.4

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENTAL</u>					
10-410-13 FINANCIAL AUDIT	.00	.00	5,500.00	5,500.00	.0
10-410-22 EMPLOYEE EVAL/TESTING	.00	.00	500.00	500.00	.0
10-410-32 PROFESSIONAL SERVICES	880.99	4,223.91	20,000.00	15,776.09	21.1
10-410-34 CODIFICATION	.00	.00	4,500.00	4,500.00	.0
10-410-35 COPIER LEASE	71.55	214.65	950.00	735.35	22.6
10-410-40 EMPLOYEE TRAINING	.00	.00	5,000.00	5,000.00	.0
10-410-41 TELEPHONE & INTERNET	40.63	242.83	2,800.00	2,557.17	8.7
10-410-42 UTILITIES--ELECTRIC	.00	168.00	1,000.00	832.00	16.8
10-410-43 OFFICE BLDG REPAIRS & MAINT	.00	98.98	5,000.00	4,901.02	2.0
10-410-44 POSTAGE METER LEASE	.00	71.93	1,600.00	1,528.07	4.5
10-410-45 UTILITIES-GAS	.00	1,761.44	1,525.00	(236.44)	115.5
10-410-46 CELL PHONE	.00	224.68	1,400.00	1,175.32	16.1
10-410-48 TRASH	.00	275.00	300.00	25.00	91.7
10-410-52 INSURANCE & BONDS	.00	7,254.78	48,000.00	40,745.22	15.1
10-410-54 ADVERTISING	.00	.00	600.00	600.00	.0
10-410-55 POSTAGE & SHIPPING	.00	251.88	800.00	548.12	31.5
10-410-58 TRAVEL & MEETINGS	198.99	1,855.28	5,200.00	3,344.72	35.7
10-410-61 OPERATING SUPPLIES	.00	1,570.39	5,500.00	3,929.61	28.6
10-410-68 COPIER EXPENSE	.00	845.82	1,500.00	654.18	56.4
10-410-70 IT SUPPORT	333.07	1,323.94	15,000.00	13,676.06	8.8
10-410-71 COMPUTER SOFTWARE	6,450.00	7,781.86	3,000.00	(4,781.86)	259.4
10-410-87 EQUIPMENT	.00	.00	2,000.00	2,000.00	.0
10-410-90 DUES & SUBSCRIPTIONS	4,000.00	4,000.00	2,000.00	(2,000.00)	200.0
10-410-91 NEWSLETTERS & PUBLICATIONS	.00	3.68	600.00	596.32	.6
TOTAL GENERAL GOVERNMENTAL	11,975.23	32,169.05	134,275.00	102,105.95	24.0
<u>ADMINISTRATION DEPARTMENT</u>					
10-411-11 SALARY-TOWN CLERK	10,113.32	19,691.63	.00	(19,691.63)	.0
10-411-15 ADMINISTRATION DEPT EMPLOYEES	18,089.13	34,930.95	129,321.00	94,390.05	27.0
10-411-20 EMPLOYEE BENEFITS	585.20	2,790.20	18,828.00	16,037.80	14.8
10-411-22 FICA & MEDICARE	2,157.51	4,167.66	9,893.00	5,725.34	42.1
10-411-23 457 RETIREMENT	848.57	1,865.58	5,365.00	3,499.42	34.8
10-411-25 UNEMPLOYMENT INS	27.26	108.63	100.00	(8.63)	108.6
10-411-26 WORKERS' COMPENSATION	.00	.00	4,250.00	4,250.00	.0
10-411-27 EMPLOYEE APPRECIATION	.00	57.79	1,200.00	1,142.21	4.8
10-411-28 TA VEHICLE STIPEND	.00	.00	2,000.00	2,000.00	.0
TOTAL ADMINISTRATION DEPARTMENT	31,820.99	63,612.44	170,957.00	107,344.56	37.2

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL DEPARTMENT</u>					
10-412-00 CONTRACT-JUDGE	.00	625.00	3,800.00	3,175.00	16.5
10-412-01 CONTRACT-TOWN PROSECUTOR	1,120.00	1,627.50	5,000.00	3,372.50	32.6
10-412-11 COURT SPANISH INTERPRETOR	.00	125.00	.00	(125.00)	.0
10-412-35 COPIER LEASE	15.90	47.70	225.00	177.30	21.2
10-412-41 TELEPHONE & INTERNET	.00	.00	100.00	100.00	.0
10-412-44 POSTAGE METER LEASE	.00	43.16	175.00	131.84	24.7
10-412-55 POSTAGE	.00	191.43	750.00	558.57	25.5
10-412-61 OFFICE SUPPLIES	.00	.00	175.00	175.00	.0
10-412-68 COPIER EXPENSE	.00	211.46	350.00	138.54	60.4
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	1,135.90	2,871.25	10,875.00	8,003.75	26.4
<u>MAYOR & LEGISLATIVE BOARDS</u>					
10-413-10 MAYOR COMPENSATION	.00	.00	2,400.00	2,400.00	.0
10-413-11 BOARD OF TRUSTEES COMPENSATION	1,360.00	2,680.00	2,880.00	200.00	93.1
10-413-12 BOARD OF TRUSTEES APPRECIATION	.00	.00	500.00	500.00	.0
10-413-22 FICA & MEDICARE	104.04	205.02	404.00	198.98	50.8
10-413-26 WORKERS' COMPENSATION	.00	.00	300.00	300.00	.0
10-413-40 BOARD OF TRUSTEES TRAINING	.00	.00	1,500.00	1,500.00	.0
10-413-51 E & O INSURANCE	.00	.00	3,200.00	3,200.00	.0
10-413-58 BOARD TRAVEL & MEETINGS	.00	.00	3,000.00	3,000.00	.0
10-413-70 IT SUPPORT	.00	.00	200.00	200.00	.0
10-413-71 COMPUTER SOFTWARE	.00	.00	500.00	500.00	.0
10-413-90 DUES & SUBSCRIPTIONS	.00	.00	2,500.00	2,500.00	.0
TOTAL MAYOR & LEGISLATIVE BOARDS	1,464.04	2,885.02	17,384.00	14,498.98	16.6
<u>ELECTIONS</u>					
10-414-00 ELECTIONS	.00	.00	4,500.00	4,500.00	.0
TOTAL ELECTIONS	.00	.00	4,500.00	4,500.00	.0
<u>TREASURER'S OFFICE</u>					
10-415-15 COLLECTIONS (TREASURERS FEE)	674.10	5,874.68	12,000.00	6,125.32	49.0
10-415-30 TOWN LEGAL	3,195.00	7,785.00	50,000.00	42,215.00	15.6
10-415-40 REPORTING & PUBLISHING	.00	.00	500.00	500.00	.0
TOTAL TREASURER'S OFFICE	3,869.10	13,659.68	62,500.00	48,840.32	21.9

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ECONOMIC DEVELOPMENT</u>					
10-416-50 ECONOMIC DEVELOPMENT	.00	.00	75,000.00	75,000.00	.0
10-416-51 MEMBERSHP FEE/DUES	.00	.00	2,800.00	2,800.00	.0
TOTAL ECONOMIC DEVELOPMENT	.00	.00	77,800.00	77,800.00	.0
<u>COMMUNITY DEVELOPMENT</u>					
10-417-30 COMMUNITY MEETINGS	.00	.00	1,000.00	1,000.00	.0
10-417-35 COPIER LEASE	15.90	47.70	200.00	152.30	23.9
10-417-44 POSTAGE MACHINE LEASE	.00	28.77	135.00	106.23	21.3
10-417-55 POSTAGE	.00	.00	250.00	250.00	.0
10-417-61 OFFICE SUPPLIES	.00	.00	50.00	50.00	.0
10-417-63 ABATEMENT	.00	.00	6,500.00	6,500.00	.0
10-417-68 COPIER EXPENSE	.00	211.46	350.00	138.54	60.4
10-417-70 IT SUPPORT	.00	.00	200.00	200.00	.0
10-417-71 COMPUTER SOFTWARE	.00	.00	125.00	125.00	.0
10-417-85 CODE ENFORCEMENT	.00	.00	600.00	600.00	.0
10-417-91 NEWSLETTER	.00	.00	2,100.00	2,100.00	.0
TOTAL COMMUNITY DEVELOPMENT	15.90	287.93	11,510.00	11,222.07	2.5
<u>PLANNING & ZONING</u>					
10-418-30 LEGAL/ENGINEERING SUPPORT	.00	5,797.50	6,000.00	202.50	96.6
10-418-35 COPIER LEASE	15.90	47.70	200.00	152.30	23.9
10-418-40 STAFF TRAINING	.00	.00	1,500.00	1,500.00	.0
10-418-41 TELEPHONE & INTERNET	13.54	54.31	95.00	40.69	57.2
10-418-44 POSTAGE MACHINE LEASE	.00	43.16	175.00	131.84	24.7
10-418-49 COMMISSION TRAINING	.00	.00	500.00	500.00	.0
10-418-51 MEMBERSHIPS/PUBLICATIONS	.00	.00	100.00	100.00	.0
10-418-54 NOTICES/PUBLICATIONS	.00	32.20	500.00	467.80	6.4
10-418-55 POSTAGE	.00	.00	130.00	130.00	.0
10-418-61 OFFICE SUPPLIES	.00	.00	100.00	100.00	.0
10-418-68 COPIER EXPENSE	.00	211.43	350.00	138.57	60.4
10-418-70 IT SUPPORT	.00	.00	100.00	100.00	.0
10-418-71 COMPUTER SOFTWARE	.00	.00	650.00	650.00	.0
10-418-93 COMPREHENSIVE PLAN	.00	8,146.50	110,393.00	102,246.50	7.4
10-418-94 ZONING MAP	.00	.00	5,000.00	5,000.00	.0
10-418-97 LAND DEVELOPMENT CODE	.00	.00	75,000.00	75,000.00	.0
10-418-98 IMPACT FEE STUDY	.00	.00	15,000.00	15,000.00	.0
TOTAL PLANNING & ZONING	29.44	14,332.80	215,793.00	201,460.20	6.6

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY PROGRAMS</u>					
10-419-00	.00	.00	35,000.00	35,000.00	.0
10-419-01	.00	831.48	5,000.00	4,168.52	16.6
10-419-03	.00	.00	25,000.00	25,000.00	.0
10-419-05	.00	.00	3,000.00	3,000.00	.0
10-419-10	.00	.00	10,800.00	10,800.00	.0
10-419-20	.00	150.00	10,000.00	9,850.00	1.5
10-419-58	.00	.00	1,000.00	1,000.00	.0
10-419-61	.00	.00	200.00	200.00	.0
10-419-62	.00	.00	10,000.00	10,000.00	.0
10-419-65	6,717.23	6,717.23	5,000.00	(1,717.23)	134.3
10-419-66	.00	.00	250.00	250.00	.0
10-419-91	.00	.00	900.00	900.00	.0
TOTAL COMMUNITY PROGRAMS	6,717.23	7,698.71	106,150.00	98,451.29	7.3

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT</u>					
10-421-02 CONTRACT SERVICES	.00	.00	1,200.00	1,200.00	.0
10-421-04 OFFICER SMALL EQUIPMENT	.00	11,286.60	9,500.00	(1,786.60)	118.8
10-421-10 CAPITAL OUTLAY LEASE	312.90	575.49	.00	(575.49)	.0
10-421-11 SALARIES-COMMAND OFFICERS	.00	1,393.03	.00	(1,393.03)	.0
10-421-15 POLICE SALARIES	44,121.96	100,732.91	215,392.00	114,659.09	46.8
10-421-20 EMPLOYEE BENEFITS	1,775.40	7,101.60	29,729.00	22,627.40	23.9
10-421-21 VEHICLE/MOBILE EQUIPMENT	.00	13.03	12,000.00	11,986.97	.1
10-421-22 FICA & MEDICARE	648.54	1,521.56	2,800.00	1,278.44	54.3
10-421-23 PENSION-FPPA	1,743.26	7,554.56	25,847.00	18,292.44	29.2
10-421-24 DEATH & DISABILITY-FPPA	385.92	1,026.80	3,446.00	2,419.20	29.8
10-421-25 UNEMPLOYMENT INSURANCE	10.40	122.42	646.00	523.58	19.0
10-421-26 WORKERS' COMPENSATION	.00	.00	4,500.00	4,500.00	.0
10-421-28 FARM HOUSE UTILITIES-GAS/ELECT	.00	429.72	2,800.00	2,370.28	15.4
10-421-29 UNIFORMS	.00	.00	1,500.00	1,500.00	.0
10-421-30 PROFESSIONAL LEGAL SERVICES	.00	.00	1,000.00	1,000.00	.0
10-421-35 COPIER LEASE	15.90	47.70	150.00	102.30	31.8
10-421-40 TRAINING	(443.00)	(54.00)	4,000.00	4,054.00	(1.4)
10-421-41 TELEPHONE & INTERNET	20.32	240.71	750.00	509.29	32.1
10-421-42 MC COM CENTER PHONE LINE	.00	1,132.97	600.00	(532.97)	188.8
10-421-43 REPAIRS AND MAINTENANCE (AUTO)	.00	2,081.69	7,500.00	5,418.31	27.8
10-421-44 UTILITIES-ELECTRIC	.00	168.00	1,200.00	1,032.00	14.0
10-421-45 UTILITIES-GAS	.00	908.12	600.00	(308.12)	151.4
10-421-46 CELL PHONE	.00	461.16	2,775.00	2,313.84	16.6
10-421-48 TRASH	.00	.00	270.00	270.00	.0
10-421-49 OTHER MISCELLANEOUS	.00	(10.20)	150.00	160.20	(6.8)
10-421-52 INSURANCE & BONDS	.00	6,341.43	15,500.00	9,158.57	40.9
10-421-55 PRINTING	.00	.00	1,300.00	1,300.00	.0
10-421-61 OFFICE/GEN OPERATING SUPPLIES	.00	140.97	600.00	459.03	23.5
10-421-62 FUEL	58.00	728.07	15,000.00	14,271.93	4.9
10-421-64 CRIME PREVENTION	.00	.00	250.00	250.00	.0
10-421-68 COPIER EXPENSE	.00	211.46	350.00	138.54	60.4
10-421-70 IT SUPPORT	.00	.00	2,500.00	2,500.00	.0
10-421-71 COMPUTER SOFTWARE	.00	.00	4,000.00	4,000.00	.0
10-421-72 AMMUNITION	.00	.00	2,500.00	2,500.00	.0
10-421-73 LEXIPOLE	.00	2,727.26	2,750.00	22.74	99.2
10-421-85 ANIMAL CONTROL	.00	.00	100.00	100.00	.0
10-421-90 MEMBERSHIP DUES	.00	50.00	350.00	300.00	14.3
10-421-91 POLICE VEHICLE SINKING FUND	.00	.00	15,000.00	15,000.00	.0
TOTAL POLICE DEPARTMENT	48,649.60	146,933.06	388,555.00	241,621.94	37.8

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT	
<u>BUILDING INSPECTION DEPARTMENT</u>						
10-424-20	BUILDING INSPECTIONS MATERIALS	.00	.00	200.00	200.00	.0
10-424-30	DEVELOPMENT REVIEW MISC EXP	.00	.00	3,000.00	3,000.00	.0
10-424-31	COMMERCIAL BUILDING REVIEW	30.00	30.00	12,000.00	11,970.00	.3
10-424-32	RESIDENTIAL BUILDING REVIEW	711.33	4,813.26	20,000.00	15,186.74	24.1
10-424-40	EMPLOYEE TRAINING	.00	.00	500.00	500.00	.0
	TOTAL BUILDING INSPECTION DEPARTMEN	741.33	4,843.26	35,700.00	30,856.74	13.6
<u>PUBLIC WORKS ADMINISTRATION</u>						
10-430-11	SALARY - PW MAINTENANCE(1)	25,822.05	59,288.72	10,926.00	(48,362.72)	542.6
10-430-15	SALARY-PW SEASONAL (MOWING)	.00	.00	8,216.00	8,216.00	.0
10-430-16	PW EMPLOYEES-FULL TIME	.00	.00	76,746.00	76,746.00	.0
10-430-20	EMPLOYEE BENEFITS - PW	1,144.70	4,578.80	15,360.00	10,781.20	29.8
10-430-22	FICA & MEDICARE	1,942.02	4,402.51	7,335.00	2,932.49	60.0
10-430-23	457 RETIREMENT	565.64	1,266.96	2,302.00	1,035.04	55.0
10-430-25	UNEMPLOYMENT INSURANCE - PW	18.57	82.89	264.00	181.11	31.4
10-430-26	WORKERS' COMPENSATION - PW	.00	.00	3,800.00	3,800.00	.0
	TOTAL PUBLIC WORKS ADMINISTRATION	29,492.98	69,619.88	124,949.00	55,329.12	55.7

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS & STREETS DEPT</u>					
10-431-00 UNIFORMS - PW	.00	89.99	2,500.00	2,410.01	3.6
10-431-20 REPAIRS-EQUIPMENT & VEHICLES	4,141.29	13,179.88	15,000.00	1,820.12	87.9
10-431-21 STREETS-SIGNS & MATERIAL	890.75	982.35	2,000.00	1,017.65	49.1
10-431-22 SNOW REMOVAL	695.00	726.23	30,000.00	29,273.77	2.4
10-431-23 EQUIPMENT RENTAL	.00	.00	200.00	200.00	.0
10-431-24 REPAIRS & MAINTENANCE-STREETS	.00	591.16	.00	(591.16)	.0
10-431-25 FARM HOUSE MAINT	517.75	1,741.55	5,000.00	3,258.45	34.8
10-431-28 FARM HOUSE UTILITIES	.00	70.07	2,700.00	2,629.93	2.6
10-431-35 COPIER LEASE	7.95	23.85	95.00	71.15	25.1
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	.00	249.76	1,500.00	1,250.24	16.7
10-431-43 BUIDING MAINT	1,156.83	2,983.79	20,000.00	17,016.21	14.9
10-431-45 UTILITIES-GAS	.00	948.46	1,200.00	251.54	79.0
10-431-46 CELL PHONE	.00	230.58	1,600.00	1,369.42	14.4
10-431-47 TELEPHONE & INTERNET	13.54	87.87	800.00	712.13	11.0
10-431-48 TRASH	.00	125.00	540.00	415.00	23.2
10-431-52 INSURANCE - PW	.00	5,239.38	15,000.00	9,760.62	34.9
10-431-55 POSTAGE & SHIPPING-PW	.00	130.95	50.00	(80.95)	261.9
10-431-60 STREET LIGHTING - PW	.00	3,236.33	18,000.00	14,763.67	18.0
10-431-61 OFFICE SUPPLIES	58.74	157.98	500.00	342.02	31.6
10-431-62 FUEL - PW	398.96	632.06	9,500.00	8,867.94	6.7
10-431-63 CONTRACT REFUSE REMOVAL - PW	.00	.00	2,000.00	2,000.00	.0
10-431-65 TREE PROGRAM	.00	.00	3,000.00	3,000.00	.0
10-431-66 PEST/WEED CONTROL - PW	.00	46.98	1,600.00	1,553.02	2.9
10-431-68 COPIER EXPENSE	.00	211.46	78.00	(133.46)	271.1
10-431-70 IT SUPPORT	.00	.00	2,500.00	2,500.00	.0
10-431-71 COMPUTER SOFTWARE	.00	.00	424.00	424.00	.0
10-431-74 EQUIPMENT- CAPITAL OUTLAY	.00	.00	2,250.00	2,250.00	.0
10-431-76 PW VEHICLES SINKING FUND	.00	.00	15,000.00	15,000.00	.0
10-431-77 PW HEAVY EQUIP SINKING FUND	.00	.00	10,000.00	10,000.00	.0
10-431-99 OTHER MISCELLANEOUS - PW	.00	68.78	.00	(68.78)	.0
TOTAL PUBLIC WORKS & STREETS DEPT	7,880.81	31,754.46	165,787.00	134,032.54	19.2
<u>STORMWATER</u>					
10-432-59 STORMWATER ENGINEERING/DESIGN	.00	.00	6,000.00	6,000.00	.0
10-432-60 STORMWATER CONSTRUCTION	.00	.00	5,000.00	5,000.00	.0
10-432-61 RETENTION/DETENTION POND MAINT	.00	.00	750.00	750.00	.0
10-432-62 CULVERT/DITCH MAINT	.00	.00	7,000.00	7,000.00	.0
10-432-63 3RD AVE STORM LIFT STATION	.00	.00	500.00	500.00	.0
10-432-64 STREET SWEEPING	.00	.00	1,200.00	1,200.00	.0
10-432-65 LEVEE REPAIR & MAINT	413.21	759.99	5,000.00	4,240.01	15.2
TOTAL STORMWATER	413.21	759.99	25,450.00	24,690.01	3.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARK & RECREATION</u>					
10-451-11 SALARIES - P&R DIRECTOR (SEAS)	3,911.40	11,139.07	19,476.00	8,336.93	57.2
10-451-12 SALARIES - SUMMER HELP (SEAS)	.00	416.50	24,960.00	24,543.50	1.7
10-451-16 SALARIES-PW FULL-TIME	.00	.00	32,864.00	32,864.00	.0
10-451-20 EMPLOYEE BENEFITS	79.18	316.72	7,928.00	7,611.28	4.0
10-451-22 FICA P&R	299.22	884.01	5,913.00	5,028.99	15.0
10-451-23 RENTS	25.61	56.33	100.00	43.67	56.3
10-451-25 UNEMPLOYMENT INSURANCE	7.37	22.65	232.00	209.35	9.8
10-451-26 WORKERS' COMPENSATION	.00	.00	1,500.00	1,500.00	.0
10-451-30 SPECIAL EVENTS - P&R	.00	.00	1,000.00	1,000.00	.0
10-451-38 CELL PHONE	.00	76.86	400.00	323.14	19.2
10-451-39 TELEPHONE & INTERNET	13.54	87.85	300.00	212.15	29.3
10-451-40 TRAINING	.00	.00	1,000.00	1,000.00	.0
10-451-41 UTILITIES - ELECTRIC	.00	1,428.60	12,000.00	10,571.40	11.9
10-451-42 PARK BUILDING MAINTENANCE	.00	188.39	15,000.00	14,811.61	1.3
10-451-43 PARK REPAIR AND MAINTENANCE	10,775.26	11,995.58	20,000.00	8,004.42	60.0
10-451-48 TRASH	.00	559.00	600.00	41.00	93.2
10-451-52 INSURANCE - P&R	.00	156.27	.00	(156.27)	.0
10-451-55 NEWSLETTERS/POSTCARDS/POSTAGE	.00	43.14	1,200.00	1,156.86	3.6
10-451-60 BACKGROUND CHECKS	.00	.00	800.00	800.00	.0
10-451-61 OPERATING SUPPLIES - P&R	.00	.00	1,200.00	1,200.00	.0
10-451-62 PARKS & RECREATION PROGRAMS	.00	.00	2,000.00	2,000.00	.0
10-451-70 IT SUPPORT	.00	.00	100.00	100.00	.0
10-451-71 COMPUTER SOFTWARE	525.00	875.00	1,500.00	625.00	58.3
10-451-83 SOFTBALL	120.00	120.00	2,750.00	2,630.00	4.4
10-451-84 BASEBALL	.00	48.00	8,000.00	7,952.00	.6
10-451-86 VOLLEYBALL	.00	.00	1,000.00	1,000.00	.0
10-451-87 SOCCER	242.78	369.00	1,800.00	1,431.00	20.5
10-451-88 SUMMER ACTIVITY	.00	.00	2,000.00	2,000.00	.0
10-451-90 UNIFORMS & EQUIPMENT P&R	.00	.00	150.00	150.00	.0
10-451-91 MISC FEES	182.58	182.58	300.00	117.42	60.9
10-451-92 PARK CONCESSION EXPENSE	.00	.00	5,000.00	5,000.00	.0
10-451-93 MEMBERSHIP/PUBLICATIONS	.00	.00	200.00	200.00	.0
10-451-98 TRANSFER TO 1% SALES TAX FUND	.00	.00	55,000.00	55,000.00	.0
TOTAL PARK & RECREATION	16,181.94	28,965.55	226,273.00	197,307.45	12.8
TOTAL FUND EXPENDITURES	160,387.70	420,393.08	1,778,458.00	1,358,064.92	23.6
NET REVENUE OVER EXPENDITURES	(47,105.23)	169,532.47	(351,830.00)	(521,362.47)	48.2

TOWN OF WIGGINS
BALANCE SHEET
APRIL 30, 2024

WATER ENTERPRISE

ASSETS

20-10100	CASH IN COMBINED CASH FUND	936,487.43	
20-10120	CASH ON HAND	50.00	
20-10210	WATER ENTERPRISE CLEARING ACCT	7,603.69	
20-10250	COLOTRUST-WATER FUND	117.18	
20-10251	HIGH PLAINS WATER ENTPR FUND	183,712.20	
20-10260	COLOTRUST - DEVELOPMENT FEES	117.26	
20-10261	2011 USDA DEBT SERV RESERVE	101,783.92	
20-10262	2013 USDA DEBT SERV RESERVE	155,373.66	
20-10270	COLOTRUST-WATER BOND ACCOUNT	22.98	
20-10271	63.23% BOTW DEBT SERVICE	1,201.87	
20-10273	2020 BOTW LOAN--SINKING FUND	731,031.86	
20-10280	COLOTRUST-WATER BOND RESERVE	118.23	
20-10281	BANK OF THE WEST WTR RESRVS	21,171.73	
20-10282	2020 BOTW LOAN--D.S. RESERVE	255,868.47	
20-10290	OPERATION & MAINTENANCE FUND	117.25	
20-11500	ACCOUNTS RECEIVABLE	85,291.38	
20-14000	CWCB LOAN PROCEEDS ESCROW	1,133,775.50	
20-16100	LAND	661,549.57	
20-16200	WATER RIGHTS	5,022,202.92	
20-16300	CONSTRUCTION IN PROGRESS	222,706.00	
20-16400	PLANT EQUIPMENT	7,382,696.17	
20-16401	OTHER EQUIPMENT	28,834.06	
20-16410	ACCUMULATED DEPRECIATION	(2,104,785.76)	
	TOTAL ASSETS		14,827,047.57

LIABILITIES AND EQUITY

LIABILITIES

20-20200	ACCOUNTS PAYABLE	(28,530.77)	
20-20300	ACCRUED COMPENSATED ABSENCES	8,352.64	
20-20301	ACCR'D COMP ABS--CURR. PORTION	2,088.16	
20-20400	ACCRUED INTEREST PAYABLE	208,696.02	
20-22530	2013 USDA	449,858.98	
20-22540	REVENUE BOND PAYABLE-REA	2,586,254.50	
20-22550	BOTW LOAN--63.23% WATER	1,827,739.03	
20-22600	CAPITAL LEASES PAYABLE	180,038.55	
20-22650	2017 CWCB NOTE PAYABLE	2,408,850.00	
20-22900	CUSTOMER DEPOSIT LIABILITY	62,698.85	
	TOTAL LIABILITIES		7,706,045.96

FUND EQUITY

20-27900	RETAINED EARNINGS	7,080,177.67	
	UNAPPROPRIATED FUND BALANCE:		
20-29001	SUSPENSE	82,785.99	
	REVENUE OVER EXPENDITURES - YTD	(69,848.73)	
	BALANCE - CURRENT DATE		12,937.26

TOWN OF WIGGINS
BALANCE SHEET
APRIL 30, 2024

WATER ENTERPRISE

TOTAL FUND EQUITY	<hr/>	7,093,114.93
TOTAL LIABILITIES AND EQUITY		<hr/> <hr/>

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
20-34000 WATER SALES	68,065.85	268,054.93	1,019,736.00	751,681.07	26.3
20-34001 CUSTOMER DEPOSITS	.00	.00	500.00	500.00	.0
20-34002 BULK WATER SALES	.00	.00	200.00	200.00	.0
20-34440 TAP FEES & ACQUISITION FEES	.00	20,000.00	.00	(20,000.00)	.0
20-34442 WATER METER SALES	.00	305.00	1,500.00	1,195.00	20.3
20-34450 MISCELLANEOUS WATER INCOME	740.00	1,745.00	15,000.00	13,255.00	11.6
20-36000 WATER DEVELOPMENT CONTRIBUTION	50.00	50.00	.00	(50.00)	.0
20-36001 RENTAL INCOME	317.00	1,388.50	30,000.00	28,611.50	4.6
20-36012 GLASSEY REVENUE	.00	10,000.00	.00	(10,000.00)	.0
20-36100 INTEREST EARNED	2.28	526.23	.00	(526.23)	.0
TOTAL FUND REVENUE	69,175.13	302,069.66	1,066,936.00	764,866.34	28.3

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROFESSIONAL SERVICES</u>					
20-410-13 FINANCIAL AUDIT	.00	.00	5,500.00	5,500.00	.0
20-410-30 LEGAL SERVICE	224.00	224.00	5,000.00	4,776.00	4.5
20-410-31 WATER RIGHTS EXPENSES (LEGAL)	5,098.00	7,789.50	80,000.00	72,210.50	9.7
20-410-32 PROFESSIONAL SERVICES WATER	6,172.28	15,903.83	90,000.00	74,096.17	17.7
20-410-33 POSTAGE	.00	251.88	1,200.00	948.12	21.0
20-410-34 WATER DEPOSIT REFUND	.00	.00	1,000.00	1,000.00	.0
20-410-38 PROFESSIONAL SERVICES ACCT	.00	.00	10,000.00	10,000.00	.0
20-410-40 TRAVEL, MEETINGS & TRAINING	.00	.00	4,000.00	4,000.00	.0
20-410-44 POSTAGE MACHINE LEASE	.00	28.77	105.00	76.23	27.4
20-410-59 DESIGN/SYSTEM ENGINEERING	.00	6,783.75	50,000.00	43,216.25	13.6
20-410-68 COPIER EXPENSE	.00	105.73	.00	(105.73)	.0
TOTAL PROFESSIONAL SERVICES	11,494.28	31,087.46	246,805.00	215,717.54	12.6

WATER ADMINISTRATION

20-411-11 SALARY-TOWN CLERK	6,888.00	13,408.75	.00	(13,408.75)	.0
20-411-12 EMPLOYEE SALARY-ADMINISTRATION	.00	.00	62,715.00	62,715.00	.0
20-411-15 ADMINISTRATION DEPT EMPLOYEES	10,853.35	20,751.55	.00	(20,751.55)	.0
20-411-20 EMPLOYEE BENEFITS	285.14	1,664.86	10,405.00	8,740.14	16.0
20-411-21 COMPENSATED ABSENCE EXPENSE	.00	.00	1,000.00	1,000.00	.0
20-411-22 FICA & MEDICARE	1,357.24	2,600.54	4,798.00	2,197.46	54.2
20-411-23 457 RETIREMENT	629.45	1,383.85	2,706.00	1,322.15	51.1
20-411-25 UNEMPLOYMENT INSURANCE	10.68	40.36	188.00	147.64	21.5
20-411-26 WORKERS' COMPENSATION	.00	.00	175.00	175.00	.0
20-411-72 UTILITY BILLING SOFTWARE EXP	.00	.00	2,920.00	2,920.00	.0
TOTAL WATER ADMINISTRATION	20,023.86	39,849.91	84,907.00	45,057.09	46.9

PUBLIC WORKS ADMINISTRATION

20-430-11 SALARY-PW MAINTENANCE	11,594.22	22,770.24	44,720.00	21,949.76	50.9
20-430-15 EMPL SALARY-PW P/T SEASONAL	.00	.00	7,332.00	7,332.00	.0
20-430-20 EMPLOYEE BENEFITS	532.76	2,131.04	7,432.00	5,300.96	28.7
20-430-22 FICA & MEDICARE	870.26	1,675.33	3,982.00	2,306.67	42.1
20-430-23 457 RETIREMENT	270.00	605.29	1,342.00	736.71	45.1
20-430-25 UNEMPLOYMENT INSURANCE	6.87	27.92	34.00	6.08	82.1
20-430-26 WORKERS' COMPENSATION	.00	.00	800.00	800.00	.0
TOTAL PUBLIC WORKS ADMINISTRATION	13,274.11	27,209.82	65,642.00	38,432.18	41.5

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SUPPLIES</u>					
20-431-22 EQUIPMENT REPAIRS AND MAINT	.00	.00	5,000.00	5,000.00	.0
20-431-62 FUEL	.00	391.06	2,000.00	1,608.94	19.6
20-431-75 VEHICLE REPAIR	.00	.00	1,500.00	1,500.00	.0
TOTAL SUPPLIES	.00	391.06	8,500.00	8,108.94	4.6
<u>OPERATIONS</u>					
20-432-00 LINE MAINTENANCE	.00	.00	50,000.00	50,000.00	.0
20-432-05 UTILITY LOCATE EXPENSE	.00	.00	400.00	400.00	.0
20-432-30 CONTRACT OPERATOR	400.00	1,200.00	6,000.00	4,800.00	20.0
20-432-35 COPIER LEASE	7.95	23.85	600.00	576.15	4.0
20-432-37 ANALYTICAL/SAMPLING EXPENSE	57.40	349.60	13,500.00	13,150.40	2.6
20-432-39 GIS	.00	.00	1,125.00	1,125.00	.0
20-432-40 TELEPHONE & INTERNET	27.09	803.27	2,000.00	1,196.73	40.2
20-432-41 UTILITIES-ELECTRIC	13.55	7,492.70	80,000.00	72,507.30	9.4
20-432-45 UTILITIES-GAS	.00	206.08	2,500.00	2,293.92	8.2
20-432-46 CELL PHONE	.00	.00	764.00	764.00	.0
20-432-48 TRASH	.00	125.00	100.00	(25.00)	125.0
20-432-49 UTILITIES-PROPANE	.00	197.50	7,000.00	6,802.50	2.8
20-432-50 PERMIT FEES	.00	.00	1,500.00	1,500.00	.0
20-432-52 INSURANCE AND BONDS	.00	2,452.80	8,000.00	5,547.20	30.7
20-432-53 BOOSTER STATION MAINTENANCE	.00	2.92	5,000.00	4,997.08	.1
20-432-54 WATER MAIN INSTALLATION EXP	.00	128.36	2,500.00	2,371.64	5.1
20-432-55 METER INSTALL EXPENSE	.00	14.99	7,800.00	7,785.01	.2
20-432-56 MAINTENANCE (PLANT) RO	81,205.10	107,065.56	80,000.00	(27,065.56)	133.8
20-432-57 TREATMENT/OPERATING SUPPLIES	1,363.90	2,524.89	8,000.00	5,475.11	31.6
20-432-59 WATER WELL MAINTENANCE	1,388.14	1,388.14	6,000.00	4,611.86	23.1
20-432-61 OFFICE SUPPLIES	.00	.00	1,500.00	1,500.00	.0
20-432-68 COPIER EXPENSE	.00	.00	800.00	800.00	.0
20-432-70 IT SUPPORT	332.97	1,323.54	500.00	(823.54)	264.7
20-432-75 SYSTEM REPAIR & MAINTENANCE	.00	692.62	2,000.00	1,307.38	34.6
20-432-85 WATER LEASES	219.00	3,069.00	80,000.00	76,931.00	3.8
20-432-86 DEPRECIATION	.00	.00	154,705.00	154,705.00	.0
20-432-87 EQUIPMENT	.00	.00	15,000.00	15,000.00	.0
20-432-91 RO SINKING FUND	.00	.00	5,000.00	5,000.00	.0
20-432-99 OTHER MISCELLANEOUS EXPENSE	33.46	176.14	1,000.00	823.86	17.6
TOTAL OPERATIONS	85,048.56	129,236.96	543,294.00	414,057.04	23.8

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<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	10,223.00	147,072.00	136,849.00	7.0
20-471-12 LEASE/PURCHASE PMT-KAMMERER	3,510.42	14,041.68	42,125.00	28,083.32	33.3
20-471-13 BOTW SINKING FUND PAYMENT	.00	45,693.48	130,000.00	84,306.52	35.2
20-471-14 BOTW INTEREST PAYMENT	.00	74,185.02	95,000.00	20,814.98	78.1
TOTAL DEBT SERVICE	3,510.42	144,143.18	459,197.00	315,053.82	31.4
TOTAL FUND EXPENDITURES	133,351.23	371,918.39	1,408,345.00	1,036,426.61	26.4
NET REVENUE OVER EXPENDITURES	(64,176.10)	(69,848.73)	(341,409.00)	(271,560.27)	(20.5)

TOWN OF WIGGINS
BALANCE SHEET
APRIL 30, 2024

SEWER ENTERPRISE

ASSETS

30-10100	CASH IN COMBINED CASH FUND	1,371,532.86	
30-10250	COLOTRUST FUND	117.18	
30-10251	HIGH PLAINS SEWER ENTPR FUND	63,967.81	
30-10260	COLOTRUST SEWER PROJECT	117.18	
30-10271	36.77% BOTW DEBT SERVICE	699.37	
30-10273	2020 BOTW LOAN--SINKING FUND	425,115.14	
30-10282	2020 BOTW LOAN--D.S. RESERVE	148,794.53	
30-10290	CD 1726--STORM SEWER WGNS SCH	12,344.09	
30-11500	ACCOUNTS RECEIVABLE	51,570.74	
30-16100	LAND	821,659.00	
30-16200	BUILDINGS	130,310.00	
30-16300	CONSTRUCTION IN PROGRESS	193,724.40	
30-16400	EQUIPMENT	2,478,842.91	
30-16401	OTHER EQUIPMENT	25,098.72	
30-16410	ACCUMULATED DEPRECIATION-EQ	(872,215.15)	
	TOTAL ASSETS		4,851,678.78

LIABILITIES AND EQUITY

LIABILITIES

30-20200	ACCOUNTS PAYABLE	(24,968.11)	
30-20300	ACCRUED COMPENSATED ABSENCES	8,216.51	
30-20301	ACCR'D COMP ABS--CURR. PORTION	2,054.13	
30-20400	ACCRUED INTEREST PAYABLE	7,979.55	
30-22550	BOTH 36.77% SEWER LOAN	1,062,880.97	
30-22900	CUSTOMER DEPOSIT LIABILITY	7,720.90	
30-22905	DEVELOPER PERFORMANCE DEPOSIT	11,750.00	
	TOTAL LIABILITIES		1,075,633.95

FUND EQUITY

30-27900	RETAINED EARNINGS	3,738,851.50	
	UNAPPROPRIATED FUND BALANCE:		
30-29001	SUSPENSE	48,142.35	
	REVENUE OVER EXPENDITURES - YTD	(38,319.67)	
	BALANCE - CURRENT DATE	9,822.68	
	TOTAL FUND EQUITY		3,748,674.18
	TOTAL LIABILITIES AND EQUITY		4,824,308.13

TOWN OF WIGGINS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2024

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
30-34000 SEWER SALES	38,397.10	153,550.09	458,348.00	304,797.91	33.5
30-34001 CUSTOMER DEPOSITS	.00	.00	150.00	150.00	.0
30-34440 TAP FEES	.00	8,000.00	.00	(8,000.00)	.0
30-36100 INTEREST EARNED	1.12	77.62	100.00	22.38	77.6
TOTAL FUND REVENUE	38,398.22	161,627.71	458,598.00	296,970.29	35.2

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROFESSIONAL SERVICES</u>					
30-410-13 FINANCIAL AUDIT	.00	.00	5,500.00	5,500.00	.0
30-410-30 LEGAL SERVICE	.00	.00	2,000.00	2,000.00	.0
30-410-32 PROFESSIONAL SERVICES	850.98	3,392.34	10,000.00	6,607.66	33.9
30-410-33 POSTAGE	.00	251.88	1,000.00	748.12	25.2
30-410-34 SEWER DEPOSIT REFUND	.00	.00	500.00	500.00	.0
30-410-35 COPIER LEASE	7.95	23.85	125.00	101.15	19.1
30-410-40 TRAINING	.00	.00	2,000.00	2,000.00	.0
30-410-44 POSTAGE MACHINE LEASE	.00	28.77	105.00	76.23	27.4
30-410-67 OFFICE SUPPLIES	.00	.00	100.00	100.00	.0
30-410-68 COPIER EXPENSE	.00	105.73	200.00	94.27	52.9
TOTAL PROFESSIONAL SERVICES	858.93	3,802.57	21,530.00	17,727.43	17.7

SEWER ADMINISTRATION

30-411-11 SALARY-TOWN CLERK	5,958.68	11,595.45	.00 (	11,595.45)	.0
30-411-14 EMPLOYEE SALARIES-ADMIN	.00	.00	54,931.00	54,931.00	.0
30-411-15 ADMINISTRATION DEPT EMPLOYEES	10,853.27	20,751.41	.00 (	20,751.41)	.0
30-411-20 EMPLOYEE BENEFITS	284.86	1,663.74	10,405.00	8,741.26	16.0
30-411-21 COMPENSATED ABSENCE EXPENSE	.00	.00	950.00	950.00	.0
30-411-22 FICA & MEDICARE	1,286.13	2,461.66	4,202.00	1,740.34	58.6
30-411-23 457 RETIREMENT	607.38	1,335.33	1,722.00	386.67	77.6
30-411-25 UNEMPLOYMENT INSURANCE	9.20	37.12	165.00	127.88	22.5
30-411-26 WORKERS' COMPENSATION	.00	.00	200.00	200.00	.0
30-411-70 IT SUPPORT	332.96	1,323.52	250.00 (	1,073.52)	529.4
30-411-72 UTILITY SOFTWARE EXPENSE	.00	.00	2,920.00	2,920.00	.0
TOTAL SEWER ADMINISTRATION	19,332.48	39,168.23	75,745.00	36,576.77	51.7

PUBLIC WORKS ADMINISTRATION

30-430-11 SALARY-PW MAINTENANCE	11,594.22	22,770.24	.00 (	22,770.24)	.0
30-430-12 SALARY-PW MAINTENANCE	.00	.00	44,720.00	44,720.00	.0
30-430-13 EMPL SALARY-PW P/T SEASONAL	.00	.00	7,332.00	7,332.00	.0
30-430-20 EMPLOYEE BENEFITS	532.76	2,131.04	7,432.00	5,300.96	28.7
30-430-22 FICA & MEDICARE	870.24	1,675.43	3,982.00	2,306.57	42.1
30-430-23 457 RETIREMENT	270.00	605.29	1,342.00	736.71	45.1
30-430-25 UNEMPLOYMENT	6.89	27.93	34.00	6.07	82.2
30-430-26 WORKERS' COMPENSATION	.00	.00	800.00	800.00	.0
TOTAL PUBLIC WORKS ADMINISTRATION	13,274.11	27,209.93	65,642.00	38,432.07	41.5

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WWTP</u>					
30-431-22	.00	.00	1,500.00	1,500.00	.0
30-431-41	.00	.00	500.00	500.00	.0
30-431-45	.00	.00	400.00	400.00	.0
30-431-48	.00	.00	876.00	876.00	.0
30-431-51	.00	.00	7,500.00	7,500.00	.0
30-431-59	.00	.00	15,000.00	15,000.00	.0
30-431-62	(675.44)	(507.10)	800.00	1,307.10	(63.4)
30-431-74	9,000.00	26,581.60	25,000.00	(1,581.60)	106.3
30-431-75	.00	.00	5,000.00	5,000.00	.0
TOTAL WWTP	8,324.56	26,074.50	56,576.00	30,501.50	46.1
<u>OPERATIONS</u>					
30-432-00	.00	.00	7,500.00	7,500.00	.0
30-432-05	.00	.00	500.00	500.00	.0
30-432-30	570.00	1,370.00	4,800.00	3,430.00	28.5
30-432-39	.00	.00	1,200.00	1,200.00	.0
30-432-41	13.54	4,918.98	28,000.00	23,081.02	17.6
30-432-42	6.78	403.73	750.00	346.27	53.8
30-432-45	.00	.00	1,200.00	1,200.00	.0
30-432-46	.00	.00	300.00	300.00	.0
30-432-48	.00	75.00	750.00	675.00	10.0
30-432-50	.00	.00	3,500.00	3,500.00	.0
30-432-51	214.00	2,330.00	8,000.00	5,670.00	29.1
30-432-52	.00	2,257.46	9,000.00	6,742.54	25.1
30-432-53	.00	.00	20,000.00	20,000.00	.0
30-432-54	.00	.00	500.00	500.00	.0
30-432-55	.00	.00	500.00	500.00	.0
30-432-56	982.50	7,239.16	15,000.00	7,760.84	48.3
30-432-57	.00	11,174.09	2,500.00	(8,674.09)	447.0
30-432-59	.00	.00	5,000.00	5,000.00	.0
30-432-60	1,363.90	4,177.10	8,500.00	4,322.90	49.1
30-432-61	.00	.00	200.00	200.00	.0
30-432-75	.00	.00	60,000.00	60,000.00	.0
30-432-86	.00	.00	51,000.00	51,000.00	.0
30-432-99	10.52	33.95	1,000.00	966.05	3.4
TOTAL OPERATIONS	3,161.24	33,979.47	229,700.00	195,720.53	14.8
<u>DEBT SERVICE</u>					
30-471-13	.00	48,142.35	96,536.00	48,393.65	49.9
30-471-14	.00	21,570.33	70,000.00	48,429.67	30.8
TOTAL DEBT SERVICE	.00	69,712.68	166,536.00	96,823.32	41.9

TOWN OF WIGGINS
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2024

SEWER ENTERPRISE

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
TOTAL FUND EXPENDITURES	44,951.32	199,947.38	615,729.00	415,781.62	32.5
NET REVENUE OVER EXPENDITURES	(6,553.10)	(38,319.67)	(157,131.00)	(118,811.33)	(24.4)

TOWN OF WIGGINS
BALANCE SHEET
APRIL 30, 2024

SALES TAX CAPITAL IMPROVEMENT

<u>ASSETS</u>			
40-10100	CASH IN COMBINED CASH FUND	794,990.32	
40-10250	COLOTRUST FUND	117.18	
40-10251	HIGH PLAINS 1% TAX FUND	15,286.17	
40-11500	ACCOUNTS RECEIVABLE	47,251.91	
	TOTAL ASSETS		857,645.58
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
40-25320	FUND BALANCE	805,194.48	
	TOTAL LIABILITIES		805,194.48
<u>FUND EQUITY</u>			
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	52,451.10	
	BALANCE - CURRENT DATE	52,451.10	
	TOTAL FUND EQUITY		52,451.10
	TOTAL LIABILITIES AND EQUITY		857,645.58

TOWN OF WIGGINS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2024

SALES TAX CAPITAL IMPROVEMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
40-31300 1% TOWN SALES TAX	19,902.32	88,624.62	310,000.00	221,375.38	28.6
40-36100 INTEREST EARNED	6.85	27.57	50.00	22.43	55.1
40-39112 TRANSFER FROM GENERAL FUND	.00	.00	55,000.00	55,000.00	.0
TOTAL FUND REVENUE	19,909.17	88,652.19	365,050.00	276,397.81	24.3

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

SALES TAX CAPITAL IMPROVEMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL PROJECTS</u>					
40-430-05 CIP-NORTH STORM DETENTION	.00	.00	75,000.00	75,000.00	.0
40-430-16 CIP-TOWN HALL DIGITAL SIGN	.00	.00	2,500.00	2,500.00	.0
40-430-18 CIP-NON POT WATER MAIN	.00	.00	160,000.00	160,000.00	.0
40-430-21 CIP-PARK PAVILION BLDG	35,626.09	36,201.09	125,000.00	88,798.91	29.0
40-430-22 CIP-ENTRY SIGN IMPROVEMENTS	.00	.00	10,000.00	10,000.00	.0
TOTAL CAPITAL PROJECTS	35,626.09	36,201.09	372,500.00	336,298.91	9.7
TOTAL FUND EXPENDITURES	35,626.09	36,201.09	372,500.00	336,298.91	9.7
NET REVENUE OVER EXPENDITURES	(15,716.92)	52,451.10	(7,450.00)	(59,901.10)	704.0

TOWN OF WIGGINS
 BALANCE SHEET
 APRIL 30, 2024

SALES TAX STREETS

ASSETS

45-10100	CASH IN COMBINED CASH FUND	(	686,385.87)	
45-11500	ACCOUNTS RECEIVABLE		47,251.91	
			<u>47,251.91</u>	
	TOTAL ASSETS			(639,133.96)
				<u><u>639,133.96</u></u>

LIABILITIES AND EQUITY

LIABILITIES

45-20200	ACCOUNTS PAYABLE		200.00	
45-25320	FUND BALANCE	(	727,758.55)	
			<u>727,758.55</u>	
	TOTAL LIABILITIES			(727,558.55)

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD		88,424.59	
			<u>88,424.59</u>	
	BALANCE - CURRENT DATE		88,424.59	
			<u>88,424.59</u>	
	TOTAL FUND EQUITY			88,424.59
				<u><u>88,424.59</u></u>
	TOTAL LIABILITIES AND EQUITY			(639,133.96)
				<u><u>639,133.96</u></u>

TOWN OF WIGGINS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2024

SALES TAX STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
45-31300 1% TOWN SALES TAX (2022)	19,902.31	88,624.59	310,000.00	221,375.41	28.6
45-36100 INTEREST EARNED	.00	.00	5.00	5.00	.0
45-39111 TRANSFER FROM 1% CIP SALES TAX	.00	.00	304,995.00	304,995.00	.0
TOTAL FUND REVENUE	19,902.31	88,624.59	615,000.00	526,375.41	14.4

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

SALES TAX STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL PROJECTS</u>					
45-430-10 CIP-MAIN STREET C&G 3RD TO 5TH	.00	.00	10,000.00	10,000.00	.0
45-430-11 CIP-CHAPMAN 3RD TO 4TH	.00	.00	300,000.00	300,000.00	.0
45-430-12 CIP-3RD AVE CHAPMAN TO MAIN ST	.00	.00	250,000.00	250,000.00	.0
45-430-59 CIP ENGINEERING SERVICES	.00	.00	15,000.00	15,000.00	.0
TOTAL CAPITAL PROJECTS	.00	.00	575,000.00	575,000.00	.0
<u>DEPARTMENT 431</u>					
45-431-22 REPAIRS & MAINTENANCE-STREETS	.00	200.00	50,000.00	49,800.00	.4
45-431-24 SNOW REMOVAL	.00	.00	15,000.00	15,000.00	.0
TOTAL DEPARTMENT 431	.00	200.00	65,000.00	64,800.00	.3
TOTAL FUND EXPENDITURES	.00	200.00	640,000.00	639,800.00	.0
NET REVENUE OVER EXPENDITURES	19,902.31	88,424.59	(25,000.00)	(113,424.59)	353.7

TOWN OF WIGGINS
BALANCE SHEET
APRIL 30, 2024

CONSERVATION TRUST

ASSETS

50-10100	CASH IN COMBINED CASH FUND	47,429.27	
50-10250	COLOTRUST FUND	117.18	
50-10251	HIGH PLAINS CNSRVTN TRST FUND	14,297.20	
	TOTAL ASSETS		61,843.65

LIABILITIES AND EQUITY

LIABILITIES

50-25320	FUND BALANCE	56,468.47	
	TOTAL LIABILITIES		56,468.47

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	5,375.18	
	BALANCE - CURRENT DATE	5,375.18	
	TOTAL FUND EQUITY		5,375.18
	TOTAL LIABILITIES AND EQUITY		61,843.65

TOWN OF WIGGINS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2024

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	5,355.81	20,000.00	14,644.19	26.8
50-36100	INTEREST EARNED	.56	19.37	30.00	10.63	64.6
TOTAL FUND REVENUE		<u>.56</u>	<u>5,375.18</u>	<u>20,030.00</u>	<u>14,654.82</u>	<u>26.8</u>

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 430</u>					
50-430-17 CAPITAL OUTLAY -BLEACHER SHADE	.00	.00	12,000.00	12,000.00	.0
50-430-18 CAPITAL OUTLAY-SPRY PAD	.00	.00	50,000.00	50,000.00	.0
50-430-19 CAPTAL OUTLAY-K PARK PG SOD	.00	.00	5,000.00	5,000.00	.0
TOTAL DEPARTMENT 430	.00	.00	67,000.00	67,000.00	.0
<u>PARK OPERATIONS</u>					
50-452-60 REPAIRS AND MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
TOTAL PARK OPERATIONS	.00	.00	2,500.00	2,500.00	.0
TOTAL FUND EXPENDITURES	.00	.00	69,500.00	69,500.00	.0
NET REVENUE OVER EXPENDITURES	.56	5,375.18	(49,470.00)	(54,845.18)	10.9



STAFF SUMMARY

Board of Trustees Meeting May 22, 2024

DATE: May 15, 2024

AGENDA ITEM NUMBER: 5

TOPIC: Consideration of Codification of Town Ordinances and Land Development Code as the Municipal Code for the Town of Wiggins – Public Hearing

STAFF MEMBER RESPONSIBLE: Hope Becker, Planning & Zoning Administrator

BACKGROUND:

Codification is the process of taking the Town's Ordinances and organizing them into a concise Municipal Code document. The process of codification allows local governments to identify inconsistent and duplicate laws. The Town's various ordinances over time can become vague and uncertain due to amendments, repeals, and redundancy. The Municipal Code can be in paper and electronic digital format uploaded to the Town's web site, allowing users to do key word searches and get results from all Town ordinances. Users can also subscribe to receive email updates as new ordinances are adopted and added to the Municipal Code.

The Town received a grant from the Statewide Internet Portal Authority (SIPA) in the amount of \$6,500 to go toward the codification of the Town's ordinances. The Board of Trustees approved Resolution 39-2022, recognizing the SIPA grant on October 26, 2022. The Board of Trustees approved Resolution 07-2023 on January 25, 2023 to enter into a contract with American Legal to codify the Town's Ordinances.

American Legal has completed the codification and the Town's Municipal code is ready for adoption by the Board of Trustees. The approval process for the codification requires the Board of Trustees to introduce the ordinance in a meeting and set the public hearing for approval. Staff will then advertise the public hearing eight and 15 days prior to the hearing date. Staff has prepared a draft ordinance for the Board of Trustees to review.

Staff presented the codification ordinance to the Board of Trustees at the Work Session on April 10, 2024. The Board of Trustees asked a few questions regarding how the codification would be organized and presented on the Town's website.

SUMMARY:

The Board of Trustees made a motion to approve the ordinance to codify the Town’s ordinances and the Land Development code as the Municipal Code for the Town of Wiggins and set a public hearing date and second reading of the ordinance for May 22, 2024.

FISCAL IMPACT:

Approving the Ordinance and setting the hearing date will not have a negative impact on the Town’s budget. Future Budgets will need to include annual codification fees (estimated at \$500.00 per year) to incorporate new ordinances and to maintain online hosting.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

Codifying the Town’s Ordinances and Land Development Code supports the Town’s goals to continue providing public access and transparency to the community.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

The Board can approve the Ordinance approving the codification, the Board can request modifications to the Ordinance, or not approve the Ordinance.

MOTION FOR APPROVAL:

I make a motion to approve Ordinance No. 02-2024 – An Ordinance Adopting by Reference and Enacting a New Municipal Code for the Town of Wiggins; Providing for the Repeal of Certain Ordinances not Included Therein; Providing for the Adoption of Secondary Codes by Reference; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending such Code; and Providing When Such Code and this Ordinance shall Become Effective.

ACTION REQUESTED:

MOTION, SECOND, ROLL-CALL VOTE

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

**TOWN OF WIGGINS, COLORADO
ORDINANCE NO. 02-2024**

AN ORDINANCE ADOPTING BY REFERENCE AND ENACTING A NEW MUNICIPAL CODE FOR THE TOWN OF WIGGINS; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING FOR THE ADOPTION OF SECONDARY CODES BY REFERENCE; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

WHEREAS, Town staff and American Legal Publishing Corporation have prepared a codification of the general and permanent ordinances of the Town of Wiggins; and

WHEREAS, the Board of Trustees desires to adopt the new code of ordinances; and

WHEREAS, the Board of Trustees after proper notice has held a public hearing on this ordinance providing for the adoption of the new Town of Wiggins Code of Ordinances.

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

Section 1. The code entitled the *Town of Wiggins, Colorado Code of Ordinances*, published by American Legal Publishing Corporation, consisting of Titles I through XV, and the tables and indices thereto, each inclusive (the “Code”), is hereby adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before the adoption date of this Ordinance, which are inconsistent with the provisions of the *Town of Wiggins, Colorado Code of Ordinances*, to the extent of such inconsistency, are hereby repealed.

Section 3. The repeal established in Section 2 of this Ordinance shall not be construed to revive any ordinance or part thereof that had been previously repealed by any ordinance which is repealed by this Ordinance.

Section 4. The following secondary codes were previously adopted by reference and incorporated in the *Town of Wiggins, Colorado Code of Ordinances*. One (1) copy of each is on file in the Town Clerk’s office:

(1) The *Model Traffic Code for Colorado*, 2020 edition, promulgated and published by the Colorado Department of Transportation, Traffic Engineering and Safety Branch, as adopted and amended in Chapter 70 of the Code.

(2) The *International Building Code*, 2018 Edition, as published by the International Code Council, as adopted and amended in Chapter 151 of the Code.

(3) The *International Residential Code*, 2018 Edition, as published by the International Code Council, as adopted and amended in Chapter 151 of the Code.

(4) The *International Mechanical Code*, 2018 Edition, as published by the International Code Council, as adopted and amended in Chapter 151 of the Code.

(5) The *International Fuel Gas Code*, 2018 Edition, as published by the International Code Council, as adopted and amended in Chapter 151 of the Code.

(6) The *International Energy Conservation Code*, 2018 Edition, as published by the International Code Council, as adopted and amended in Chapter 151 of the Code.

(7) The *International Property Maintenance Code*, 2018 Edition, as published by the International Code Council, as adopted and amended in Chapter 151 of the Code.

(8) The *International Existing Building Code*, 2018 Edition, as published by the International Code Council, as adopted and amended in Chapter 151 of the Code.

(9) The *International Swimming Pool and Spa Code*, 2018 Edition, as published by the International Code Council, as adopted and amended in Chapter 151 of the Code.

(10) *International Plumbing Code*, 2018 Edition, as published by the International Code Council, as adopted and amended in Chapter 151 of the Code.

(11) National Electrical Code NFPA 70, 2020 Edition, as promulgated by the National Fire Protection Association, Inc., as adopted and amended in Chapter 151 of the Code.

Section 5. The penalties provided by the *Town of Wiggins, Colorado Code of Ordinances* are hereby adopted as follows:

§ 10.99 General Penalty (Chapter 10, General Provisions)

(A) Violations. It is a violation of this code for any person to do any act which is forbidden or declared to be unlawful or to fail to do or perform any act required in this code.

(B) General penalty for violation.

(1) Unless otherwise provided in this code or by ordinance, whenever in this code or any other ordinance, resolution or rule of the town, the doing of any act is required, prohibited or declared to be unlawful or an offense or a misdemeanor, and no definite fine or specific penalty is provided for a violation thereof, any person who shall be convicted of or plead guilty or no contest to a violation of any such provision of this code or other ordinance, resolution or rule of the town, whether now in existence or hereinafter enacted, shall be punished by a fine of not more than \$2,650, as shall be adjusted for inflation annually in accordance with C.R.S. § 13-10-113, except as hereinafter provided in division (D) below. In

addition, such person shall pay all costs and expenses in the case, including attorney fees. Every day such violation continues shall constitute a separate offense.

(2) Whenever in this code or any ordinance of the town a minimum but not a maximum fine or penalty is imposed, the court may, in its discretion, fine the offender any sum exceeding the minimum fine or penalty so imposed, but not exceeding the maximum fine set forth in division (B)(1) above.

(3) The suspension or revocation of any license, permit or other privilege conferred by the town shall not be regarded as a penalty for the purposes of this code.

(4) All penalties in codes adopted by reference in this code are hereby superseded by this section.

(C) Application of penalties to juveniles. Every person who, at the time of commission of the offense, was at least ten but not yet 18 years of age, and who is subsequently convicted of or pleads guilty or nolo contendere to a violation of any provision of this code, shall be punished by a fine of not more than the maximum fine set forth in division (B) above per violation or count. Any voluntary plea of guilty or nolo contendere to the original charge or to a lesser or substituted charge shall subject the person so pleading to all fines and/or penalties applicable to the original charge. Nothing in this division (C) shall be construed to prohibit confinement in an appropriate facility, at the time of charging, of a juvenile violating any section of this code in accordance with state law.

(D) Penalty for violations of ordinances adopted after adoption of code. Any person who violates any provision of any ordinance of a permanent and general nature passed or adopted after adoption of this code, either before or after it has been inserted in this code by a supplement, shall, upon conviction thereof, be punishable as provided by division (A) above unless another penalty is specifically provided for the violation.

(E) Interpretation of unlawful acts. Whenever in this code any act or omission is made unlawful, it is also unlawful to cause, allow, permit, aid, abet or suffer such unlawful act or omission. Concealing or in any manner aiding in the concealing of any unlawful act or omission is similarly unlawful.

§ 33.14 Violations (Chapter 33, Taxation, Use Tax)

It is a violation of this subchapter for any person subject to the tax levied by this subchapter to refuse to make any return provided to be made; to make any false or fraudulent return or any false statements in any return; to fail or refuse to make payment to the Town Manager of any taxes due the town; or in any manner to evade the payment of the tax, or any part thereof imposed by this subchapter; or for any person to aid or abet another in any attempt to evade the payment of the tax imposed by this subchapter.

§ 33.99 Penalty (Chapter 33, Taxation, Lodging Occupation Tax)

(A) Any person convicted of a violation of this chapter shall be punished as provided in § 10.99 of this code.

(B) It is a violation of §§ 33.01 through 33.14 for any person subject to the tax levied by §§ 33.01 through 33.14 to refuse to make any return provided to be made; to make any false or fraudulent return or any false statements in any return; to fail or refuse to make payment to the Town Manager of any taxes due the town; or in any manner to evade the payment of the tax, or any part thereof imposed by §§ 33.01 through 33.14; or for any person to aid or abet another in any attempt to evade the payment of the tax imposed by §§ 33.01 through 33.14. Any person convicted of a violation of §§ 33.01 through 33.14 shall be punished by a fine of not more than \$2,650 (as adjusted for inflation from time to time, pursuant to C.R.S. § 13-10-113). Each day a violation exists shall be considered a separate punishable violation.

(C) (1) Any person convicted of a violation of §§ 33.25 through 33.40 shall be punished by a fine of not more than \$2,650 (as adjusted for inflation from time to time, pursuant to C.R.S. § 13-10-113). Each day, or portion thereof, that any violation of §§ 33.25 through 33.40 continues shall constitute a separate offense.

(2) A penalty in the amount of 10% of the tax due or the sum of \$10, whichever is greater, shall be imposed upon the vendor and become due in the event the tax is not remitted by the tenth day of the month as required by §§ 33.25 through 33.40, or such other date as prescribed in writing by the Town Clerk, and 1.5% interest shall accrue each month on the unpaid balance. The Town Clerk is hereby authorized to waive for good cause shown any penalty assessed.

(3) Any part of a deficiency is due to negligence or intentional disregard of the provisions of §§ 33.25 through 33.40 or rules and regulations concerning the same, but without intent to defraud, then there shall be added 10% of the total amount of the deficiency. If any part of the deficiency is due to fraud with the intent to evade the tax, then there shall be added 50% of total amount of the deficiency. The penalty under this division (C)(3) shall be in addition to the penalty under division (C)(2) above, and, in all cases, the whole amount of the unpaid tax, together with all penalties and interest, shall become due and payable ten days after written notice and demand by the Town Clerk.

(4) If any vendor fails to make a return and pay the tax imposed by §§ 33.25 through 33.40, the town may make an estimate, based upon available information of the amount of tax due and add the penalties and interest provided above. The town shall mail notice of such estimate, by certified mail, to the vendor at his or her address as indicated in the town records. Such estimate shall thereupon become an assessment, and such assessment shall be final and due and payable from the taxpayer to the Town Clerk ten days from the date of service of the notice or the date of mailing by certified mail; provided, however, that within the ten-day period such delinquent taxpayer may petition the Town Clerk for a modification of such assessment and shall, within such ten-day period, furnish

the Town Clerk the documents, facts and figures showing the correct amount of the taxes due and owing.

(5) Such petition shall be in writing and the facts and figures submitted shall be submitted either in writing or orally, and shall be given by the taxpayer under penalty or perjury. Thereupon, the Town Clerk may modify such assessment in accordance with the facts submitted in order to effectuate the provisions of §§ 33.25 through 33.40. Such assessment shall be considered the final order of the Town Clerk, and may be reviewed under the Rule 106(a)(4) of the Colorado Rules of Civil Procedure, provided that the taxpayer gives written notice to the Town Clerk of its intention to seek review within ten days after receipt of the final order of assessment.

§ 50.99 Penalty (Chapter 50, Public Utilities)

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99 of this code of ordinances.

(B) Any person convicted of violating any of the provisions of §§ 50.01 through 50.04 shall be punished by a fine of not less than \$250 and not more than \$2,650, as shall be adjusted for inflation from time to time, pursuant to C.R.S. § 13-10-113. Each act or omission in violation of one or more of the provisions of §§ 50.01 through 50.04 shall be deemed a separate violation for each and every day that such act(s) or omission(s) occur(s).

§ 52.99 Penalty (Chapter 52, Water Conservation)

(A) Any person violating any provision of this chapter may be punished by a minimum fine of \$250 and a maximum fine of \$2,650, as shall be adjusted for inflation from time to time pursuant to C.R.S. § 13-10-113. Each day that a violation of this chapter occurs is a separate offense.

(B) (1) Upon a third and each subsequent conviction for such an offense, and in addition to such fine, the town may discontinue water service to the property served, or the town may install a flow restriction device, at the expense of the customer, upon the service line to the property served to limit water service to that necessary for health and sanitary purposes only.

(2) At least ten days' notice and an opportunity to be heard before the Town Manager shall be given prior to each discontinuance or restriction of water service pursuant to this chapter.

§ 53.00 Penalty (Chapter 53, Backflow and Cross Connections)

Any person convicted of violating any of the provisions of this chapter shall be punished by a fine of not less than \$150 and not more than \$2,650, as shall be adjusted for inflation from time to time pursuant to C.R.S. § 13-10-113. Each act or omission in violation of one or more of the provisions of this chapter shall be deemed a separate violation for each and every day that such act(s) or omission(s) occur.

§ 70.07 Violations; Traffic Offenses (Chapter 70, Model Traffic Code)

The violation of the following sections of the Model Traffic Code, as adopted herein, shall constitute a criminal traffic offense and shall be punishable by a fine not exceeding \$2,650, as shall be adjusted for inflation from time to time pursuant to C.R.S. § 13-10-113, or by imprisonment of not more than 364 days, or by both such fine and imprisonment:

- (A) Section 607 of the Model Traffic Code, interference with official devices;
- (B) Section 705 of the Model Traffic Code, operation on approach of emergency vehicles;
- (C) Section 1101 of the Model Traffic Code, where the speed as driven is 24 mph or more over the lawful speed limit;
- (D) Section 1105 of the Model Traffic Code, speed contest;
- (E) Section 1401 of the Model Traffic Code, reckless driving;
- (F) Section 1402(2) of the Model Traffic Code, careless driving, if the person's actions are the proximate cause of bodily injury or death to another;
- (G) Section 1409 of the Model Traffic Code, compulsory insurance;
- (H) Section 1413 of the Model Traffic Code, eluding or attempting to elude a police officer;
- (I) Section 1703 of the Model Traffic Code, parties to a crime; and
- (J) Section 1903 of the Model Traffic Code, stopping for school buses.

§ 70.06 Violations; Traffic Infractions (Chapter 70, Model Traffic Code)

(A) (1) It shall be unlawful for any person to violate any of the provisions of this chapter and the Model Traffic Code as adopted herein. Except as set forth in § 70.07, violations of the Model Traffic Code are hereby deemed non-criminal traffic infractions.

(2) A traffic infraction shall be a civil matter for which punishment by imprisonment shall not be available, for which a penalty assessment notice may be issued and for which is punishable by a maximum fine of \$500.

(B) For any violation of any provision of this chapter and the Model Traffic Code as adopted hereby which is a traffic infraction, no trial by jury shall be available, no arrest warrant shall issue for failure to appear or to pay, no privilege of self-incrimination shall apply, the standard of proof shall be a preponderance of the evidence and the conduct of all proceedings applicable to such a violation shall otherwise be in conformity with those generally applicable to civil matters.

(C) The Municipal Court shall, in addition to any other notice, by published order to be prominently posted in a place where fines are to be paid, specify by suitable schedules the number of fines to be imposed for violations, designating each violation specifically in the schedules. Such fines will be within the limits set by ordinance.

(D) For any violation of any provision of this chapter and the Model Traffic Code as adopted herein which is a traffic infraction, the Municipal Court may enter a judgment of liability by default against the defendant for failure to appear or to pay, and may assess such penalties, together with such court costs and surcharges, as are established by law.

§ 70.99 Penalty (Chapter 70, Model Traffic Code)

Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99 of this code of ordinances.

§ 71.99 Penalty (Chapter 71, Recreational Vehicles, Golf Carts)

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99 of this code of ordinances.

(B) (1) It shall be unlawful for any person to violate §§ 71.01 through 71.05. A violation of §§ 71.01 through 71.05 is hereby deemed a non-criminal traffic infraction. A traffic infraction shall be a civil matter for which punishment by imprisonment shall not be available, for which a penalty assessment notice may be issued and for which is punishable by a maximum fine of \$999.

(2) For any violation of §§ 71.01 through 71.05, no trial by jury shall be available, no arrest warrant shall issue for failure to appear or to pay, no privilege of self-incrimination shall apply, the standard of proof shall be a preponderance of the evidence and the conduct of all proceedings applicable to such a violation shall otherwise be in conformity with those generally applicable to civil matters.

(3) For any violation of §§ 71.01 through 71.05, the court may enter a judgment of liability by default against the defendant for failure to appear or to pay, and may assess such penalties, together with such court costs and surcharges, as are established by law.

(4) Upon a third violation of §§ 71.01 through 71.05 within 12 consecutive months, the registration for that golf cart shall be revoked for a period of 12 months and shall not be reinstated until court costs have been paid and a reinstatement fee of \$10 has been paid, which such reinstatement fee may be adjusted in the future by a resolution of the Board of Trustees.

§ 90.99 Penalty (Chapter 90, Animals)

(A) Any person convicted of a violation of this chapter shall be punished as provided in § 10.99 of this code.

(B) In addition to the foregoing penalties, any person who violates this chapter shall pay all expenses, including shelter, food, handling, veterinary care and expert testimony fees necessitated by enforcement of this chapter.

§ 91.999 Penalty (Chapter 91, Health and Safety, Nuisances)

Any person convicted of a violation of this chapter shall be punished as provided in § 10.99 of this code.

§ 92.99 Penalty (Chapter 92, Abandoned and Junk Vehicles)

Any person convicted of a violation of this chapter shall be punished as provided in § 10.99 of this code.

§ 93.99 Penalty (Chapter 93, Streets and Sidewalks)

Any person convicted of a violation of this chapter shall be punished as provided in § 10.99 of this code.

§ 94.99 Penalty (Chapter 94, Fire Prevention)

Any person convicted of a violation of this chapter shall be punished as provided in § 10.99 of this code.

§ 95.99 Penalty (Chapter 95, Alarm Systems)

Any person convicted of a violation of this chapter shall be punished as provided in § 10.99 of this code.

§ 110.99 Penalty (Chapter 110, Licensing Regulations)

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99 of this code of ordinances.

(B) Any person convicted of violating any of the provisions of §§ 110.01 through 110.14 shall be punished by a fine of not more than \$2,650, as shall be adjusted for inflation from time to time pursuant to C.R.S. § 13-10-113. Each act or omission in violation of one or more of the provisions of §§ 110.01 through 110.14 shall be deemed a separate violation for each and every day that such act(s) or omission(s) occur.

(C) (1) It shall be unlawful for any contractor to fail to obtain a permit of inspection services when required.

(2) It shall be unlawful for any contractor licensed under §§ 110.25 through 110.34 to, without good cause, abandon any contract or undertaking, or to make material departure from the town-approved plans and specifications for any contract or undertaking.

(3) It shall be unlawful for any contractor licensed under the provisions of §§ 110.25 through 110.34 to violate any provision of §§ 110.25 through 110.34; or to refuse to obey any order issued, or neglect to pay any fee assessed, under authority of §§ 110.25 through 110.34.

(4) It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, convert, demolish, equip, use, occupy or maintain any building or structure in the town, or to cause such work to be done, contrary to or in violation of any provision of §§ 110.25 through 110.34.

(5) It shall be unlawful for a contractor to be careless or negligent in obtaining minimum safety measures, including appliances, apparatus and equipment, to protect workers and the public.

(6) Any person convicted of violating any of the provisions of §§ 110.25 through 110.34 shall be punished by a fine of not more than \$2,650, as shall be adjusted for inflation from time to time pursuant to C.R.S. § 13-10-113 or by imprisonment for not more than one year or by both such fine and imprisonment. Each act or omission in violation of one or more of the provisions of §§ 110.25 through 110.34 shall be deemed a separate violation for each and every day that such act(s) or omission(s) occur.

§ 111.99 Penalty (Chapter 111, Peddlers, Solicitors and Vendors)

Any person convicted of a violation of this chapter shall be punished as provided in § 10.99 of this code.

§ 113.99 Penalty (Chapter 113, Marijuana)

(A) Any person violating any provision of this chapter shall be subject to § 10.99 of this code of ordinances.

(B) The operation of a medical marijuana business or a retail marijuana business may be enjoined by the town in an action brought in a court of competent jurisdiction.

§ 130.99 Penalty (Chapter 130, Offenses Against Property)

Any person convicted of a violation of this chapter shall be punished as provided in § 10.99 of this code.

§ 131.99 Penalty (Chapter 131, Offenses Against Public Authority)

Any person convicted of a violation of this chapter shall be punished as provided in § 10.99 of this code.

§ 132.99 Penalty (Chapter 132, Offenses Against Persons)

Any person convicted of a violation of this chapter shall be punished as provided in § 10.99 of this code.

§ 133.99 Penalty (Chapter 133, Offenses Against Peace)

Any person convicted of a violation of this chapter shall be punished as provided in § 10.99 of this code.

§ 134.99 Penalty (Chapter 134, Offenses Involving Minors)

Any person convicted of a violation of this chapter shall be punished as provided in § 10.99 of this code.

§ 151.99 Penalty (Chapter 151, Building Regulations)

Any person, firm, building superintendent, building manager, contractor, contractor's superintendent, corporation or other entity who violates any of the provisions of this Chapter shall be deemed guilty of a misdemeanor and of a separate offense for each and every day or portion thereof during which any violation continues, and shall be punished by a fine of not more than the maximum fine set forth in § 10.99 of this code.

§ 152.99 Penalty (Chapter 152, Flood Damage Prevention)

No structure or land shall hereafter be constructed, located, extended, converted or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the provisions of this chapter, by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions), shall constitute a misdemeanor. Any person who violates this chapter or fails to comply with any of its requirements shall, upon conviction thereof, be punished as set forth in § 10.99 of this code. Nothing herein contained shall prevent the town from taking such other lawful action as is necessary to prevent or remedy any violation.

§ 153.999 Penalty (Chapter 153, Land Development Code)

(A) Any person convicted of violating the provisions of this chapter in the Town Municipal Court may be fined an amount not to exceed \$1,000.

(B) Any person, firm, building superintendent, building manager, contractor, contractor's superintendent, corporation or other entity who violated any of the provisions of § 153.017, including, but not limited to, failing to obtain a building permit, shall be deemed guilty of a misdemeanor and of a separate offense for each and every day or portion thereof during which any violation continues, and shall be punished by a fine of not more than \$2,650.

(C) Violations of the provisions of this chapter or failure to comply with any of its requirements, including violations of any conditions and safeguards established in

connection with grants of variances or special use or conditional use permits, shall constitute a misdemeanor, punishable by a fine of up to \$1,000. Any agreement to sell or transfer lots in a subdivision before the final plat is approved by the town will constitute a separate violation for each lot sold or agreed to be sold. Each day of violation will constitute a separate offense.

(3) (a) Any act constituting a violation of the provisions of this chapter or a failure to comply with any of its requirements, including violations of any conditions and safeguards established in connection with the grants of variances or special use or conditional use permits, shall also subject the offender to a civil penalty of \$25.

(b) If the offender fails to pay this penalty within ten days after being cited for a violation, the penalty may be recovered by the town in a civil action in the nature of debt. A civil penalty may not be appealed to the Board of Adjustment if the offender was sent a final notice of violation and did not take an appeal to the Board of Adjustment within the prescribed time.

(4) This chapter may also be enforced by any appropriate equitable action.

(5) Each day that any violation continues after notification by the Administrator that such violation exists shall be considered a separate offense for purposes of the penalties and remedies specified in this section.

(6) In addition to any other penalty imposed by this chapter for a violation of the provisions of this chapter, the town reserves and maintains the continued right to abate violations of this chapter.

(7) Any one, all or any combination of the foregoing penalties and remedies may be used to enforce this chapter.

(D) (1) Whoever, being the owner or agent of the owner of any land located within a subdivision, transfers or sells, or agrees to sell or negotiates to sell, any land by reference to or exhibition of or by use of a plat of a subdivision within the town before such plat has been approved by the Planning Commission and recorded or filed in the office of the County Clerk and Recorder shall pay a penalty of \$1,000 to the town for each lot or parcel so transferred, or sold, or agreed or negotiated to be sold.

(2) The description of such lot or parcel by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring shall not exempt the transaction from such penalties or from the remedies provided in this section. The town may enjoin such transfer or sale or agreement by action for injunction brought in any court of competent jurisdiction and may recover the penalty by civil action in any court of competent jurisdiction.

(E) Violation of § 153.018 is a misdemeanor with a possible fine of up to \$1,000.

(F) Violations of the provisions of § 153.069 or failure to comply with any of its requirements, shall constitute a misdemeanor, punishable by a fine of up to \$1,000.

§ 154.99 PENALTY (Chapter 154, Trees)

Any person violating any provision of this chapter shall be, upon conviction or a plea of guilty, subject to a fine not to exceed \$300.

Section 6. Additions or amendments to the Code, when passed in the form as to indicate the intention of the Town to make the same a part of the Code, shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 7. Ordinances adopted after this Ordinance that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to those provisions of the Code.

Section 8. If any paragraph, section, sub-section, sentence, clause or phrase of this Ordinance is, for any reason, held to be invalid, unconstitutional and/or unenforceable, such provisions shall be deemed to be separate, distinct and independent and the remaining provisions of this Ordinance shall continue in full force and effect.

Section 9. This Ordinance shall become effective thirty (30) days after publication thereof as provided by Colorado Revised Statutes § 31-16-105.

INTRODUCED, READ, ADOPTED ON FIRST READING THIS 24TH DAY OF APRIL, 2024.

READ, ADOPTED ON SECOND READING, APPROVED, SIGNED, AND ORDERED PUBLISHED BY TITLE ONLY THIS 22ND DAY OF MAY, 2024.

TOWN OF WIGGINS

Christopher Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk

I, Nichole Seiber, Town Clerk of the Town of Wiggins, Colorado, hereby certify and attest that the foregoing Ordinance No. 02-2024 was, read, adopted on second reading, and ordered published by title only, at a regular meeting of the Board of Trustees of the Town of Wiggins, Colorado on the 22nd day of May, 2024. This Ordinance was published by title only in The Fort Morgan Times on _____, 2024.

Dated _____.



STAFF SUMMARY

Board of Trustees Board Meeting March 22, 2024

DATE: March 16, 2024

AGEND ITEM NUMBER: 6

TOPIC: Consideration of Resolution No. 21-2024 - A Resolution Authorizing the Town to Contract for Crack Sealing Streets in the Town of Wiggins.

STAFF MEMBER RESPONSIBLE: Tom Acre, Town Manager
Beau Warden, Public Works Supervisor

BACKGROUND:

In 2023, the Town Board of Trustees identified maintenance of streets as a priority. Staff and the Board identified the streets in Kiowa Park, Suzann and Sally streets as the first streets to crack seal. In October 2023, Coatings, Inc. crack sealed these streets.

The Town has several other streets that if preventive maintenance is periodically performed, the life of the pavement can be extended, extending the time period for which a street requires repaving. Staff contacted Coatings, Inc. and requested they provide costs to continue the work this year.

SUMMARY:

Coatings, Inc. came out this spring and looked at other areas of town, including the recently paved section of Main Street, and looked at the areas cracked sealed last fall. They have given us a base bid of \$50,610.00 for the areas they recommend we consider as a pavement preservation program this year. Staff has reviewed the base bid and discussed it with Coatings, Inc. We are in agreement that the proposed work on sections of High, Dickson, and Corona Streets may not be the best use of resources given the condition/construction of those streets.

The Board of Trustees considered this item at the May 8, 2024 Work Session and gave direction on crack sealing for 2024 to include Main Street, 4th Avenue and in the Kiowa Park subdivision. The following streets were deleted from the proposed contract for 2024: High and Dickson Streets, Corona Avenue, and 5th Avenue. Coatings Inc. provided a revised proposal and is planning the work for next Tuesday (5/28) and Wednesday (5/29).

FISCAL IMPACT

Approving this resolution will impact the Town’s approved budget by expending approximately \$20,982.00 for Street Maintenance activities. Funding for this project is available in General Fund balance.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES

The approval of this resolution supports the Town’s goal to preserve assets by periodically doing pavement management activities such as crack sealing.

MOTION FOR APPROVAL

I make a motion to adopt Resolution 21-2024 – A Resolution Authorizing the Town to Contract for Crack Sealing Streets in the Town of Wiggins.

ACTION REQUESTED

MOTION, SECOND, ROLL-CALL VOTE

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



ASPHALT AND TENNIS COURT MAINTENANCE

5903 LAMAR STREET
ARVADA, CO 80003
303.423.4303 • 303.423.4324 FAX

PROPOSAL FOR ASPHALT MAINTENANCE

Billing Info: Town of Wiggins
304 Central Ave.
Wiggins, CO 80654

Date: 5/20/2024
Job Name: Town of Wiggins
Location: Suzann St, Sally St & Kiowa Park
Wiggins CO
Email: tarce@wigginsco.com
Phone No: (970) 483-7364

Attn: Tom Acre

Kiowa Park

CRACK SEAL – RUBBERIZED HOT POUR SEALANT – (Furnish and Install Material and No Parking signs)-

Clean with compressed air and seal the cracks with (Henry’s product, or equivalent) hot pour rubberized crack seal material. New crack Seal will then be hand squeegeed to form a no larger than 4” band. We will then blow off all sidewalks and drives to push any dirt and debris back into the roadway. Coatings will provide and set up all “no parking” signs.

The area has approximately (5,373) LF of crack seal. (Transitional cracks ARE included) -----\$ 5,802.00.

* Some settling of crack seal material may occur but does not affect performance.
All crazed/alligatored areas will not be sealed large cracks and encircling of crazed areas only.

Main St

CRACK SEAL – RUBBERIZED HOT POUR SEALANT – (Furnish and Install Material and No Parking signs)-

Clean with compressed air and seal the cracks with (Henry’s product, or equivalent) hot pour rubberized crack seal material. New crack Seal will then be hand squeegeed to form a no larger than 4” band. We will then blow off all sidewalks and drives to push any dirt and debris back into the roadway. Coatings will provide and set up all “no parking” signs.

The area has approximately (7,829) LF of crack seal. (Transitional cracks ARE included) -----\$ 8,455.00.

* Some settling of crack seal material may occur but does not affect performance.
All crazed/alligatored areas will not be sealed large cracks and encircling of crazed areas only.

4th Street

CRACK SEAL – RUBBERIZED HOT POUR SEALANT – (Furnish and Install Material and No Parking signs)-

Clean with compressed air and seal the cracks with (Henry’s product, or equivalent) hot pour rubberized crack seal material. New crack Seal will then be hand squeegeed to form a no larger than 4” band. We will then blow off all sidewalks and drives to push any dirt and debris back into the roadway. Coatings will provide and set up all “no parking” signs.

The area has approximately (6,227) LF of crack seal. (Transitional cracks ARE included) -----\$ 6,725.00.

* Some settling of crack seal material may occur but does not affect performance.
All crazed/alligatored areas will not be sealed large cracks and encircling of crazed areas only.

Base Bid Total = \$ 20,982.00.

If a bond is needed, please add 1.5% to cover our bond rate.



ASPHALT AND TENNIS COURT MAINTENANCE

5903 LAMAR STREET
ARVADA, CO 80003
303.423.4303 • 303.423.4324 FAX

PROPOSAL FOR ASPHALT MAINTENANCE

General Notes and Conditions

- 1). Due to world conditions, the instability of the oil market, pricing is subject to change and the proposal is invalid after 30 days.
- 2). All work, unless otherwise specified, will be warranted against defects in materials and workmanship for a time span of 1 year from the date of completion.
- 3). Seal coat will only be applied when temperatures are within manufacturer's recommended 50 degrees rising ground temperature and the overnight does not drop below 40 degrees for an extended period of time. The parking lot will be a 24hr to 36hrs closure. If open early the warranty will be void.
- 4). All warranties, either written or implied, are void if the contract is not paid for in full.

If the contract is acceptable, please sign and return a copy to us.

Accepted by: _____

Coatings, Inc.

Company _____

Omar Sanchez (303) 242-7329

Name _____

by: _____

Title _____

Title: Estimator/Project Manager

Date _____

Terms: Net on completion. A service charge of 1.5% monthly or 18% annum will be charged on accounts over 30 days.

Town of Wiggins

304 Central Ave, Wiggins CO 80654

Crack Seal Map 2024

** Yellow (Main St)

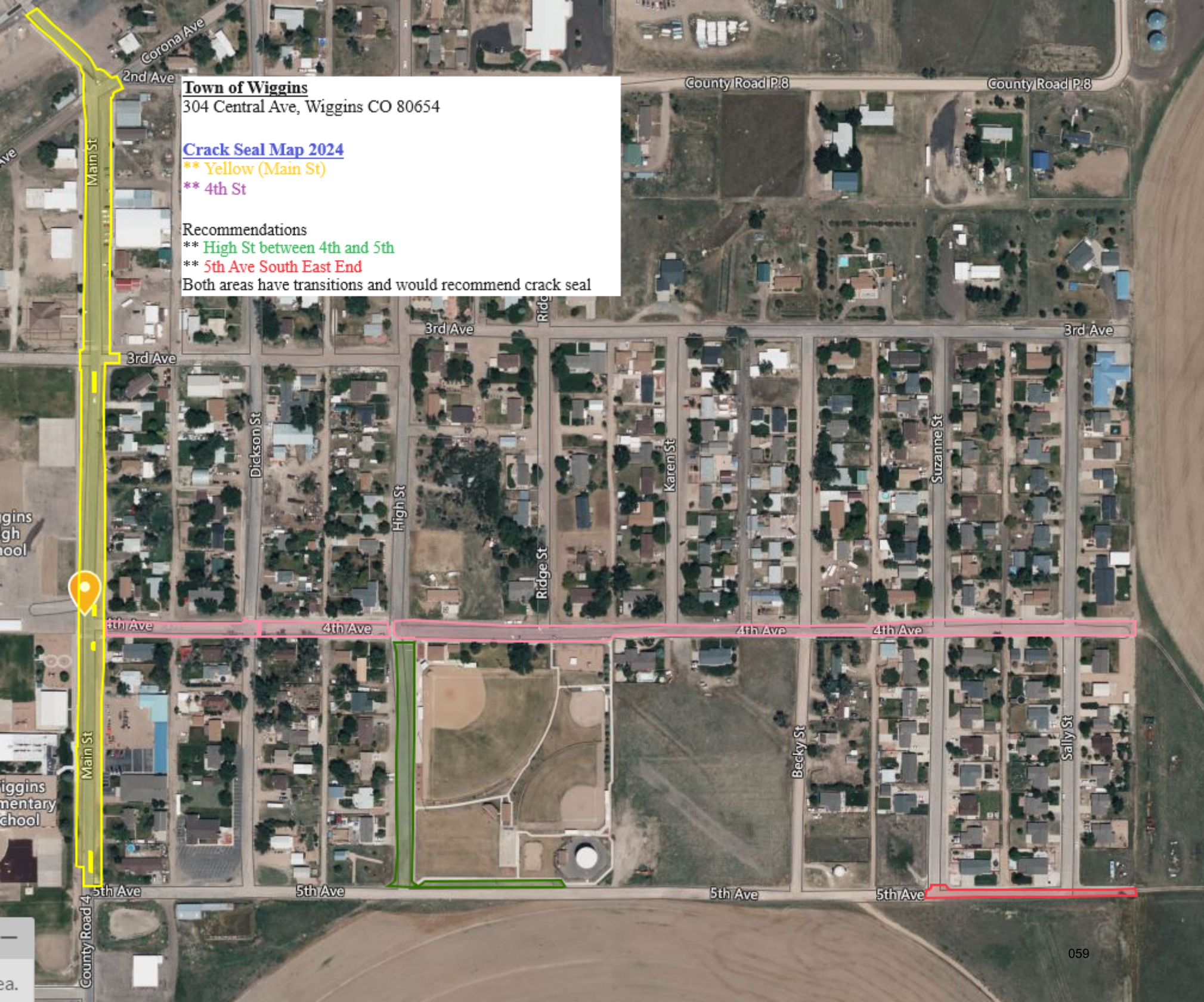
** 4th St

Recommendations

** High St between 4th and 5th

** 5th Ave South East End

Both areas have transitions and would recommend crack seal



Town of Wiggins (Kiowa Park)
1085 Johnson St Wiggins CO 80654

** Crack Seal Map 2024
** Re-touch up any cracks that have re-open and do any new cracks through the entire community



**TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 21-2024**

A RESOLUTION AUTHORIZING THE TOWN TO CONTRACT FOR CRACK SEALING STREETS IN THE TOWN OF WIGGINS

WHEREAS, the Town of Wiggins provides street maintenance in the Town; and

WHEREAS, periodically paved streets are identified for preventive maintenance such as crack sealing extend the life of pavement; and

WHEREAS, the Town of Wiggins has identified several streets as shown in Exhibit A for pavement preservation.

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

Section 1. The Board of Trustees hereby authorizes the Town Manager to contract with Coatings, Inc. in the approximate amount of \$ 20,982.00 for crack sealing streets identified in the attached Exhibit A.

INTRODUCED, ADOPTED AND RESOLVED THIS 22th DAY OF MAY, 2024.

TOWN OF WIGGINS, COLORADO

Christopher Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk



STAFF SUMMARY

Board of Trustees Board Meeting

May 22, 2024

DATE: May 16, 2024

AGENDA ITEM NUMBER: 7

TOPIC: Consideration of Ordinance 04-2024 - An Ordinance Approving a Lease Agreement for an Office Copier for Town Hall

Staff Member Responsible: Tom Acre, Town Manager

BACKGROUND:

The Town of Wiggins currently leases the office copy machine Premiere Copier at a cost of \$159.00 per month, plus a per copy charge under a service contract. This multifunctional machine is utilized by all departments. Parodically, this copier has been going down and requiring service visits. Late last year, we were approached by Premiere Copier to upgrade/replace our current copier, however it would be a used copier.

SUMMARY:

At the request of the Board to look local, staff did some additional research and identified the potential to lease a new copier from a local vendor, Great Copier Service in Fort Morgan. Great Copier Service recently contacted us with a similar offer to lease a new copier at \$187.00 per month, plus the per copy charge. The potential to lease a new copier was discussed at the May 8, 2024 Work Session and direction provided by the Trustees to move forward with the new lease. The lease will be through SinglePoint LLC dba Sharp Business Innovations.

FISCAL IMPACT:

Leasing a copier was budgeted in 2024. There will a slight negative impact due to the increased lease cost.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

The ability to reliably produce copies, scan documents, and fax is a component of staffs' work each day. Copy machines have a limited life span and technology is continuously changing.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

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

MOTION FOR APPROVAL: I make a motion to adopt Ordinance 04-2024 - An Ordinance Approving a Lease Agreement for an Office Copier for Town Hall.

ACTION REQUESTED: MOTION, SECOND, ROLL-CALL VOTE
(Ordinances require affirmative votes from the majority of Trustees present)

**TOWN OF WIGGINS, COLORADO
ORDINANCE NO. 04-2024**

**AN ORDINANCE APPROVING A LEASE AGREEMENT FOR AN OFFICE COPIER
FOR TOWN HALL**

WHEREAS, the Town is authorized by applicable law, including but not limited to C.R.S. § 31-15-801 *et seq.*, to acquire equipment and to enter into leases for the same, which leases may include an option to purchase and acquire title to the leased property; and

WHEREAS, the Board of Trustees has determined that there exists a true and essential need for the purchase of certain equipment for use in the efficient and proper operation of the Wiggins Public Works Department; and

WHEREAS, the Board of Trustees has determined it is in the best interest of the Town and its inhabitants to enter into the lease contemplated herein.

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

Section 1. The Board of Trustees hereby approves a Lease Agreement between the Town and SinglePoint LLC dba Sharp Business Innovations (the “Lease”) for the lease of one (1) Kyocera TA-5054ci Copier with, stapler, 3-hole punch and booklet finisher. The lease is shown in Exhibit A. The Board of Trustees also approves the Copier-Printer-MFP-Total Copy Agreement with Sharp Business Innovations shown in Exhibit B.

Section 2. The Town Manager and Town Clerk are authorized to execute the Lease, to execute such other documents as are necessary to implement the Lease, and to make payments under the Lease for which funds are legally available, except the Mayor is hereby granted the authority to approve such revisions to said Lease as determined necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Lease are not altered.

Section 3. The Lease and the Town’s obligations thereunder to make lease payments are hereby designated a “qualified tax-exempt obligation” for the purpose and within the meaning of Section 265(b) of the Internal Revenue Code. The Board of Trustees finds and determines the reasonably anticipated amount of qualified tax-exempt obligations which have been and will be issued by the Town does not exceed \$10,000,000.00 for the calendar year within which the Lease is to be a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Internal Revenue Code.

Section 4. Nothing herein shall be deemed to authorize, or construed to authorize, any multiple-fiscal year direct or indirect obligation whatsoever. The Town’s obligations under the Lease shall be expressly subject to annual appropriation by the Board of Trustees, and such obligations under the Lease shall not constitute a general obligation of the Town or indebtedness within the meaning of the Constitution and laws of the State of Colorado. The Lease does not create

a multiple fiscal year direct or indirect debt or other financial obligation and does not require voter approval in advance under Section 4(b) of Article X, Section 20 of the Colorado Constitution.

Section 5. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

**INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED
BY TITLE ONLY, BY THE BOARD OF TRUSTEES OF THE TOWN OF
WIGGINS, COLORADO THIS 22ND DAY OF MAY, 2024.**

TOWN OF WIGGINS, COLORADO

Christopher Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk

I, Nichole Seiber, Town Clerk of the Town of Wiggins, Colorado, hereby certify and attest that the foregoing Ordinance No. 04-2024 was introduced, read, adopted and ordered published by title only, at a regular meeting of the Board of Trustees of the Town of Wiggins, Colorado on the 22nd day of May, 2024. This Ordinance was published in The Fort Morgan Times on _____, 2024.

Dated _____.

Your Workplace Evolution, in Color

The Kyocera Evolution Series continues to grow with the addition of a new range of high-impact color A3 MFPs. These robust devices boast industry-leading technology and security, along with outstanding print and scan speeds, to ensure impeccable quality output every single time. Join the Evolution today and add a new dimension to your business.



TASKalfa 5054ci



Up to 50 Pages per Minute

Fast Scanning Options

10.1" Color Touch Screen Panel

Kyocera Net Manager Ready



BASIC SPECIFICATIONS

Configuration: Color MFP - Print/Scan/Copy/Optional Fax
Speed: Letter: 50 ppm, Legal: 30 ppm, Ledger: 25 ppm (print only)
Warm Up Time: 17 seconds or less (power on)
First Page Out:
 Copy: 3.7 seconds BW, 4.8 seconds Color
 Print: 4.3 seconds BW, 5.4 seconds Color
Display: 10.1" Color Touch Screen Control Panel
Memory/Hard Disk Drive: 4GB RAM/32GB SSD/320GB HDD Standard, 1TB HDD (option)
Duplex: Standard Stackless Duplex supports Statement (5.5" x 8.5") to Ledger (12" x 18"), 16 lb. Bond - 142 lb. Index (60 - 256gsm)
Standard Output Tray: Statement - 12" x 18"/500-sheets; up to 12" x 48" Banner (single sheet)
Electrical Requirements: 120V, 60Hz, 12A; 220-240V, 50/60Hz, 7.2A
Typical Electricity Consumption (TEC): 120V: .66 kWh/week; 220V: .63 kWh/week
Dimensions: 23.7" W x 26.1" D x 31.1" H
Weight: 209.4 lbs
Maximum Monthly Duty Cycle: 225,000 Pages per Month

PAPER SUPPLY

Paper Capacity: Standard 1,150-sheets; Maximum 7,150-sheets
Standard Paper Sources: Dual 500-sheet Trays, 150-sheet MPT, Auto Selection/Switching
Standard Paper Size:
 Tray 1 - 5.5" x 8.5" - 8.5" x 14" (statement to legal)
 Tray 2 - 5.5" x 8.5" - 12" x 18", Custom Size
 MPT: 5.5" x 8.5" - 12" x 18" (multiple); to 12" x 48" Banner (single)

Optional Paper Sources:

PF-7140 Dual 500-sheet Tray Option - 5.5" x 8.5" - 12" x 18"
PF-7150 Dual 1,500-sheet Tray Option - 8.5" x 11"
PF-7120 3,000-sheet Large Capacity Tray Option - 8.5" x 11"

Paper Weight:

Trays/MPT: 14 lb. Bond - 166 lb. Index (52 - 300gsm)
Input Materials: Standard/Optional Trays: Plain, Bond, Recycled, Preprinted, Vellum, Color, Pre-Punched, Thick, Thin, High Quality, Letterhead, Envelope, Custom; MPT: Plain, Bond, Recycled, Preprinted, Vellum, Color, Pre-Punched, Thick, Thin, High Quality, Transparency (OHP), Coated, Index Tab, Label, Letterhead, Envelope, Custom

SECURITY SPECIFICATIONS

Local Authentication, Network Authentication, Encryption Communication (IPsec, HTTPS, TLS 1.3, SMTP/POP/FTPS over TLS, SNMPv3), TPM chipset (Trusted Platform Module), S/MIME, SCEP (auto certificate issuance/renewal), OCSP/CRL (certificate validation), Secure Boot (firmware authenticity verification), Run Time Integrity Check, Data Security Kit 10 enhances IPsec communication (support for FIPS 140-2), HDD and Memory Overwrite (7x) Mode and HDD Data Encryption (256 bit), Common Criteria (ISO/IEC-15408/EAL2), IEEE 2600.2

PRINT SPECIFICATION

Standard Controller: ARM Cortex-A53/1.6GHz
PDLs/Emulations: PRESCRIBE, PCL6 (PCL-XL/PCL-5e), KPDL3 (PS3), XPS, OPEN XPS, PDF; Optional (UG 34): IBM ProPrinter, Line Printer, LQ-850
Print Resolution: Up to 4800 x 1200 dpi
Fonts: KPDL3, PCL6, Bitmap
OS Compatibility: Windows: 8.1/10/Server 2012/Server 2012 R2/Server 2016/Server 2019; Mac OS X v10.0 or later; Chrome OS
Mobile Printing: Apple AirPrint®, Mopria®, KYOCERA Mobile Print, KYOCERA MyPanel
Interfaces: Standard: 1000 Base-T/100-Base-Tx/10BASE-T (IPv6, IPv4, IPsec), 802.3az ready, High-Speed USB 3.0, 4 USB 2.0 Host Interfaces, 2 Expansion Slots,

IEEE 802.11b/g/n Wireless LAN (supports up to 98.5 feet);
 Optional: IEEE 802.11a/b/g/n/ac (IB-37 for 2.4/5GHz), 10/100/1000BaseTX (IB-50 for Dual NIC); IEEE 802.11b/g/n (IB-51 for Wireless LAN Interface (supports up to 328.1 feet)
Network Print and Supported Protocols: HTTP(S), FTP(S), SNMP v1/v2c/v3, Raw Port (Port 9100) TCP/IP, IPv4, IPv6, DHCP LPR, DNS, WSD Scan/Print
Drivers: KX Driver, PCL Mini Driver, KPDL Mini Driver, Network Fax Driver, TWAIN Driver, WIA Driver, Status Monitor, Common Profile, Output to PDF, Security Watermark, Super Resolution, Color Optimizer, MAC Driver, Chrome Print Driver, Linux Driver, KX Driver with Distributed Printing, Windows Inbox Driver, SANE Driver
Utilities: KYOCERA Net Viewer, KYOCERA Net Device Manager, Quick Setup, KX PRESCRIBE Macro Generator, ID Register, Software Management Service, Upgrade Studio, Web Package Maker, Removal Tool, Wi-Fi Setup Tool, PDF Direct Print, Command Center RX; Kyocera Net Manager (option)

SCAN SPECIFICATION

Scan Type: Color and Black & White Scanner
Scan Resolution: 600/400/300/200 dpi, 200 x 100 dpi, 200 x 400 dpi
File Formats: TIFF, JPEG, XPS, OpenXPS, PDF/A-2.0 (MMR/JPB Compression/High Compression PDF); Option: Scan Extension Kit Text Searchable PDF; MS Office File
Connectivity/Supported Protocols: 10 BASE-T/100 BASE-TX/1000 BASE-T (IPv6, IPv4, IPsec) TCP/IP, Hi-Speed USB 3.0
Scanning Functions: Scan-to-Folder (SMBv3), Scan-to-Email, Scan-to-FTPS over TLS, Scan-to-USB, WSD Scan, DSM/SANE Scan, TWAIN Scan, Specified Color Removal, Border Erase, Preview, PDF Digital Signatures
Original Size: Up to 11" x 17" (Glass)
Drivers: TWAIN/WIA/DSM-SANE Driver/WSD Scan

OPTIONAL DOCUMENT PROCESSORS²

Acceptable Originals: 5.5" x 8.5" - 11" x 17"

DP-7150: Reverse Auto Document Processor/140-sheets
 Speed: Simplex: 80 ipm; Duplex: 48 ipm (BW/Color)
 Weight: Simplex: 13 lb. Bond - 90 lb. Index (35 - 160gsm)
 Duplex: 16 lb. - 32 lb. Bond (50 - 120gsm)

DP-7160 (with multi-feed detection):
 Dual Scan Document Processor/320-sheets
 Speed: Simplex: 137 ipm; Duplex: 274 ipm (BW/Color)
 Weights: Simplex: 13 lb. Bond - 120 lb. Index (35 - 220gsm)
 Duplex: 16 lb. - 120 lb. Index (50 - 220gsm)

DP-7170 (with multi-feed and staple detection):
 Dual Scan Document Processor/320-sheets
 Speed: Simplex: 137 ipm; Duplex: 274 ipm (BW/Color)
 Weights: Simplex: 13 lb. Bond - 120 lb. Index (35 - 220gsm)
 Duplex: 16 lb. - 120 lb. Index (50 - 220gsm)

COPY SPECIFICATIONS

Copy Resolution: 600 x 600 dpi
Image Mode: Text, Photo, Text/Photo, Graphic/Map
Continuous Copy: 1 - 9,999
Additional Features: Auto Magnification, Auto Paper Select, Combine Copy, Mirror Image, Rotate Copy, Border Erase, Split Copy, Margin Shift, Page Number, Form Overlay, Blank Page Skip, Specified Color Removal, Proof Copy, Preview, ID Card Copy
Job Management: 1,000 User Codes, Job Build, Shortcut Keys, Repeat Copy
Magnification/Zoom: Full Size, 4 Reduction, 4 Enlargement
 Preset Ratios, 25 - 400% in 1% Step Increments
Document Box: Custom/Job/USB Drive Box, Fax Box (w/option)

OPTIONAL FAX SPECIFICATIONS

Fax Type: Fax System 12 (option)
Type/Data Compression: G3 Fax/MMR, MR, MH, JBIG
Transmission Speed/Modem Speed: Less than 3 seconds/33.6 Kbps
Fax Memory: Standard 170 MB
Driver: Network Fax Driver
Fax Functions: Network Fax, Duplex Transmission and Reception, Encrypted Transmission and Reception, Polling Transmission and Reception, Broadcast, Fax Server Integration, Fax Dedicated Paper Feed Tray, Fax Forwarding to email or file

SOLUTIONS AND SERVICES**Remote Management**

Kyocera Fleet Services ready! A highly secure cloud-based monitoring solution that offers real-time visibility into your fleet. Optimize device uptime and be notified when to replenish supplies. Streamline billing with seamless 3rd party application integration, allowing you to focus solely on your business.

Printing Software

Cost Control & Security
 Cloud & Mobile
 Printer Management

Content Services

Scan & Connect
 Intelligent Process Automation
 Enterprise Content Management

IT Solutions

Technology Solutions
 Including solutions for Cloud and Data Centers
 Network Infrastructure
 Cybersecurity Solutions
 Collaboration Solutions

Consulting Services

Including IT Health Check
 CIO as a Service
 Healthcare Compliance
 Backup and Recovery Planning

Professional Services

Including Design and Architecture
 Project Implementation
 Project Management

Managed Services

Including Help Desk Services
 Retainer Services and On-site Support

Output & Finishing Options³

OPTIONAL 250 SHEET INNER SHIFT TRAY JS-7100

Stack Capacity: 250-sheets

Paper Size: 8.5" x 11" – 11" x 17"

Paper Weight: 14 lb. Bond – 166 lb. Index (52 – 300gsm)

OPTIONAL 500 SHEET INTERNAL FINISHER DF-7100⁴

Stack/Staple Capacity: 500-sheets/50-sheets

Paper Size: 5.5" x 8.5" – 12" x 18"

Paper Weight: 14 lb. Bond – 166 lb. Index (52 – 300gsm)

Edge Staple Position: 3 Positions: Front: 1 Staple,

Edge: 1 Staple, Face: 2 Staples

Optional Punch: PH-7100 2/3 Hole Punch Unit,

supports 5.5" x 8.5" – 12" x 18"; 14 lb. Bond – 166 lb. Index

Dimensions: 19.4" W x 21" D x 6.9" H

OPTIONAL 1,000 SHEET FINISHER DF-7120⁴

Stack/Staple Capacity: Main Tray: 1,000-sheets/50-sheets

(up to 24 lb. Bond [90gsm])

Paper Size: 5.5" x 8.5" – 12" x 18"

Paper Weight: 14 lb. Bond – 166 lb. Index (52 – 300gsm)

Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center Bind

Optional Punch: PH-7A 2/3 Hole Punch Unit,

supports 5.5" x 8.5" – 12" x 18"; 14 lb. Bond – 166 lb. Index

Dimensions: 21.6" W x 24.4" D x 41.3" H

OPTIONAL 4,000 SHEET FINISHER DF-7140⁴

Stack/Staple Capacity: Main Tray (A): 4,000-sheets;

Sub Tray (B): 200-sheets/65-sheets (up to 24 lb. Bond

[90gsm])

Paper Size: 5.5" x 8.5" – 12" x 18"

Paper Weight: 14 lb. Bond – 166 lb. Index (52 – 300gsm)

Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center Bind

Optional Punch: PH-7A 2/3 Hole Punch Unit, supports

5.5" x 8.5" – 12" x 18"; 14 lb. Bond – 166 lb. Index

Dimensions: 29" W x 26" D x 42" H

Optional Booklet Folder/Trifold Unit BF-730: (DF-7140)

Booklet Folder: supports 8.5" x 11", 8.5" x 14", 11" x 17"

Fold Booklet (staple): 16 lb. – 24 lb. Bond (60 – 90gsm)

20-sheets; 25 lb. – 28 lb. Bond (91 – 105gsm) 13-sheets;

Higher than 28 lb. Bond (Higher than 105 gsm) 1-sheet

Fold Booklet (no staple): 16 lb. – 24 lb. Bond (60 – 90gsm)

5-sheets; 25 lb. Bond – 72 lb. Index (91 – 120gsm) 3-sheets;

32 lb. Bond – 110 lb. Cover (121 – 256gsm) 1-sheet

Trifold: supports 8.5" x 11" only: 16 lb. – 24 lb. Bond

(60 – 90gsm) 5-sheets; 25 lb. Bond – 72 lb. Index

(91 – 120gsm) 3-sheets

Optional Multi-Bin Mailbox MT-730(B): (DF-7140)

7 Trays; supports: 16 lb. Bond – 90 lb. Index (60 – 163gsm);

Stack Capacity per bin: 100-sheets: 5.5" x 8.5", 8.5" x 11";

50-sheets: 8.5" x 14", 11" x 17"

OPTIONAL 4,000 SHEET FINISHER DF-7150⁴

Stack/Staple Capacity: Main Tray (A): 4,000-sheets;

Sub Tray (B): 200-sheets/100-sheets (up to 20 lb. Bond

[80gsm])

Paper Size: 5.5" x 8.5" – 12" x 18"

Paper Weight: 14 lb. Bond – 166 lb. Index (52 – 300gsm)

Edge Staple Position: 3 Positions: Top Left, Bottom Left,

Center Bind

Optional Punch: PH-7A 2/3 Hole Punch Unit,

Supports 5.5" x 8.5" – 12" x 18"; 14 lb. Bond – 166 lb. Index

Dimensions: 29" W x 26" D x 42" H

Optional Booklet Folder/Trifold Unit BF-9100: (DF-7150)

Booklet Folder: supports 8.5" x 11", 8.5" x 14", 11" x 17"

Fold Booklet (staple): 14 lb. – 24 lb. Bond (52 – 90gsm)

20-sheets; 25 lb. – 28 lb. Bond (91 – 105gsm) 13-sheets;

Higher than 28 lb. Bond (Higher than 105 gsm) 1-sheet

Fold Booklet (no staple): 14 lb. – 24 lb. Bond (52 – 90gsm)

5-sheets; 24 lb. Bond – 28 lb. Index (91 – 105gsm) 3-sheets;

28 lb. Bond – 140 lb. Index (106 – 256gsm) 1-sheet

Trifold: supports 8.5" x 11" only: 14 lb. – 24 lb. Bond

(52 – 90gsm) 5-sheets; 25 lb. Bond – 28 lb.

Index (91 – 105gsm) 3-sheets

ADDITIONAL OPTIONS

AK-7110 Bridge Unit Attachment Kit, JS-7100 Job Separator, HD-16 Large Capacity HDD (1TB), Banner Guide 10, Internet Fax Kit (A), Card Authentication Kit (B), Data Security Kit 10, Dual NIC (1B-50), Extended Range Wireless LAN NIC (1B-51), Thin Print option (UG-33), Printer Emulation option (UG-34), DT-730(B) Document Tray, Scan Extension Kit (A) for Text Searchable PDF; MS Office File, Keyboard Holder 10, Numeric Keypad (NK-7130), Cabinet Stand, EFI Printing System 17 - Fiery Controller

¹ Requires PF-7140

² Only 1 Document Processor can be installed

³ Only 1 Output Option can be installed

⁴ Requires Bridge Unit Attachment Kit (AK-7110)

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kyoceradocumentsolutions.us

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Sharp Business Innovations
 "Home of the Unlimited Program"

ORDER # _____

Office Phone Number: 720-619-7291

Fax Number:

www.sharpbusinessinnovations.com

FIELD ORDER FORM

Bill to:

SAME
 COMPANY NAME _____
 STREET ADDRESS _____
 CITY STATE COUNTY ZIP _____
 PHONE NUMBER CONTACT _____
 E-MAIL: _____

Ship to:

Town of Wiggins
 COMPANY NAME _____
304 E Central Ave
 STREET ADDRESS _____
Wiggins CO 80654
 CITY STATE COUNTY ZIP _____
970-483-6161 Tom Acre
 PHONE NUMBER CONTACT _____
 E-MAIL: tacre@wigginsco.com

ORDER DATE:	SHIP VIA:	P O NUMBER:	SALES REPRESENTATIVE NAME AND NUMBER:
5/9/2024			Rich

Requested Delivery Date: ASAP	Requested Pickup Date: Kyocera 7052ci	_____ Cash
EQUIPMENT DELIVERY:	EQUIPMENT PICKUP:	_____ Lease _____ mos. lease
_____ Demo	_____ Demo	<input checked="" type="checkbox"/> _____ Renta _____ mos.
_____ Service Loaner	_____ Move _____ Service Loaner	1st & Last Payment = _____
	_____ Repo _____ Cust. Equipment	Plus tax _____
Stairs? _____	How Many? _____	Elevator? _____
		Ck. # _____ \$ _____

Delivery Instructions: Drop Ship _____ Deliver Only _____ Deliver & Install _____

Supply inclusive SBI Unlimited Care Program? Yes _____ No _____

Sharp Business Innovations Network Set-up Required? _____ Server and 4 PC's _____ or Parallel/Single User _____

Client will set up without SBI assistance _____

QUANTITY	PRODUCT NO.	MODEL	SERIAL NUMBER	I.D. NO.	UNIT PRICE	TOTAL
1		TA-5054ci				
1	DP-7160	Doc Processor				
1	PF-7150	2x1500 trays				
1	DF-7140	4k finisher				
1	BF-730	Booklet Folder				
1	AK-7110	Attachment Kit				
1		Fax 12				

Notes:	Purchase Price(Excluding Appl. Taxes)	
	State & Local Taxes @ _____ %	
	Drop Ship Charge	
Installation Meter:	Delivery & Install	Included
Pickup Meter:	Total This Order	

CUSTOMER SIGNATURE _____

DATE _____

TERMS AND CONDITIONS

- By signing this agreement, customer acknowledges that he/she has read and understood all the terms and conditions of this agreement. -

LIMITED WARRANTY. The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in case of new goods, or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the Seller, at its option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendation or standard industry practice.

The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oiler tubes, pressure pads, lamps, lens and fuses.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT OF TITLE AND AGAINST PATENT INFRINGEMENT. Correction of non-conformities, in the manner and for the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability or otherwise.

LIMITATION OF LIABILITY. The Seller shall not under any circumstances be liable for special or consequential damages, such as, but not limited to damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods, or expense or inconvenience caused by service interruptions. THE REMEDIES OF THE CUSTOMER SET FORTH HEREIN ARE EXCLUSIVE, and the liability of Seller with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, of from the manufacture, slow delivery, resale, installation or use of any goods covered by or furnished under this Agreement whether arising out of contract, negligence, strict tort liability or under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the price of the goods upon which such liability is based,

ENTIRE AGREEMENT. This writing, in combination with Seller's Installment Sales Contract, rental or lease agreement, CPC contract, Regional or National Contract, Seller's other contract forms, as and if the case may be, constitutes the final written expression of all the terms of this Agreement and any affirmation, representation, promise, or warranty concerning the goods described on the reverse side of this Agreement. ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES, OR STATEMENTS BY SELLER'S AGENT, EMPLOYEE, OR REPRESENTATIVE THAT DIFFER IN ANY WAY FROM THE TERMS OF THIS WRITTEN AGREEMENT SHALL BE GIVEN NO FORCE OR EFFECT.

SECURITY INTEREST. Customer agrees that a to secure payment of the purchase price of the goods described on the reverse side hereof, the Seller has retained title to the goods and has and shall continue to have, until the purchase price is paid in full, a purchase money security interest in such goods and in all substitutions thereof or therefore or any part thereof, and in all equipment, accessories, parts and supplies at any time installed or added or affixed to such goods.

ACCEPTANCE. This Order, if taken in connection with an installment Sales Contract, Lease Agreement, CPCP contract, Regional or National Contracts, or Seller's other contract form with terms differing from standard Seller policy, shall become binding when it and the Installment Sales Contract, Lease Agreement, CPCP contract, Regional or National Contract, or Seller's other contract form with terms differing from standard Seller policy.

TAXES. Any taxes imposed by federal, state or any other governmental authority based on the sale of goods described herein shall be paid by the Customer in addition to the purchase price.

ALL MODIFICATIONS TO BE IN WRITING. This Agreement may only be modified or rescinded only if in writing and signed by the duly authorized agents of Seller and Customer.

WAIVER. Neither claim nor right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

DEFAULT. If Customer fails to make payments as agreed, or if Customer becomes insolvent, ceases to do business, makes an assignment for the benefit of creditors, or if a petition for a receiver or in bankruptcy, or of an arrangement or reorganization is filed by or against Customer, or is any property of Customer is attached, or Customer breaches any of the terms or conditions of this Agreement, the entire unpaid balance shall at once become due and payable with interest at the highest lawful rate from date of this Agreement at the elevation of Seller. Seller may, without notice or demand, or by process of law or otherwise, take possession of the goods free from all claims of the Customer and retain all payments made by the Customer for the reasonable rental of the goods. The Customer waives all claims and rights of action for trespass or damages by reason of such entry, taking possession and removal. The remedies provided in this paragraph are in addition to those provided aggrieved Sellers under the Uniform Commercial Code. If Customer cannot obtain credit approval, fails to purchase equipment and/or maintains possession of equipment beyond demonstration or trial period, Customer agrees to pay MSRP - Manufacturer Suggested Retail Price for equipment immediately or agrees to pay a daily fee of \$100.00 per day plus a cost-per-copy usage fee of \$.02 for each copy and print made from the first day of possession and/or as long as Customer is in possession of equipment.

ATTORNEY'S FEES. In the event that Seller finds it necessary to enforce any rights under this Agreement, Seller shall be entitled to reasonable attorney's fees and court costs.

ASSIGNMENT. Any assignment of this Agreement without the prior written consent of Seller shall be void.

SEVERABILITY. If any provision of clause of this Agreement or application thereof to any person or circumstance is held invalid or unconscionable such invalidity or unconscionability shall not affect other provisions or applications of the Agreement which can be give effect without the invalid or unconscionable provision or application and to this end, the provisions of this Agreement are declared to be severable.

EFFECT OF HEADING. The subject headings of the paragraphs of this Agreement are included for purpose of convenience only, and shall not affect construction or interpretation of any of its provisions.

CUSTOMER LEGAL NAME: Town of Wiggins		Telephone No: 970-483-6161					
Billing Address: 304 E Central Ave. Wiggins, CO. 80654		Equipment Location (If other than Billing Address):					
EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)							
Kyocera TA-5054ci							
BASE TERM IN MONTHS	TOTAL NUMBER OF RENTAL PAYMENTS	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>(a) Advance Payment: \$ 0</td> <td rowspan="4" style="vertical-align: top; font-size: small;"> **If more than one rental payment is required as an Advance Payment, the balance will be applied to rental payments in inverse order, starting with the last rental payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense. </td> </tr> <tr> <td>(b) Security Deposit: \$ 0</td> </tr> <tr> <td>(c) Documentation Fee: \$ 95.00</td> </tr> <tr> <td>Total due a + b + c =: \$ 95.00</td> </tr> </table>	(a) Advance Payment: \$ 0	**If more than one rental payment is required as an Advance Payment, the balance will be applied to rental payments in inverse order, starting with the last rental payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.	(b) Security Deposit: \$ 0	(c) Documentation Fee: \$ 95.00	Total due a + b + c =: \$ 95.00
(a) Advance Payment: \$ 0	**If more than one rental payment is required as an Advance Payment, the balance will be applied to rental payments in inverse order, starting with the last rental payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.						
(b) Security Deposit: \$ 0							
(c) Documentation Fee: \$ 95.00							
Total due a + b + c =: \$ 95.00							
63	63						
	@ \$ 187.00 (plus taxes) followed by						
63	@ \$ (plus taxes)						

In this agreement ("Rental"), "we," "our," and "us" refers to **SinglePoint LLC dba Sharp Business Innovations** and "you" and "your" refer to the Customer. You agree to rent the Equipment from us upon the following terms and conditions:

- 1. RENTAL PAYMENTS AND TERM:** The Rental is enforceable on you upon your execution. The term of the Rental shall commence on the date the Equipment is delivered to you ("Rental Commencement Date"). The first Rental Payment shall be due on the date we specify in the month following the Rental Commencement Date, as set forth in our invoice, and the remaining Rental Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Rental Payment for the period from the Rental Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Rental Payments up to 15% if the actual costs are different than the estimate used to calculate the Rental Payments.
- 2. DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Rental Commencement Date, serial numbers and other information. **You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair.** We are not responsible for Equipment or vendor failures.
- 3. INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, rental, possession, delivery or return of Equipment.
- 4. RENTAL EXPIRATION, RENEWAL:** **Unless you notify us at least 90 days prior to the expiration of the Rental of your election to return the Equipment, this Rental will renew on a month-to-month basis at the same monthly Rental Payment until you provide us with at least 90 days notice and return the Equipment.** If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Rental Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Rental or for damages incurred in shipping and handling.
- 5. LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.
- 6. NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**
- 7. INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than

- the cost to obtain your own insurance and on which we may make a profit.
- 8. OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, renting and/or ownership of the Equipment. If we pay any taxes (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.
 - 9. DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Rental, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Rental Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Rental to you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.
 - 10. ASSIGNMENT:** **You have no right to sell or assign the Equipment or Rental.** We may sell or assign our rights in the Rental and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
 - 11. ARTICLE 2A:** You agree this Rental is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. **You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC.** You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.
 - 12. CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
 - 13. CHOICE OF LAW: THIS RENTAL WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**
 - 14. MISCELLANEOUS:** This Rental is the parties' entire agreement and can be amended only in writing signed by both parties. This Rental may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Rental is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Rental that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY CUSTOMER:			
X _____	Print Name: _____	Title: _____	
Customer Authorized Signature	E-Mail Address: _____	Tax ID No. _____	Date: _____
PERSONAL GUARANTY: Undersigned guarantees that Customer will make all payments and perform all other obligations under the Rental when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Customer or the Equipment. Undersigned also waives all suretyship defenses and notification if the Customer is in default and consents to any extensions or modifications granted to Customer. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Customer. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.			
SIGNED X _____	Print Name: _____	E-Mail Address: _____	
Accepted by: SinglePoint LLC dba Sharp Business Innovations By: _____ Title: _____ Date: _____			



State and Local Government Addendum

Reference: Application No. 922522

This State and Local Government Addendum (this “Addendum”) is made part of the Agreement related to the above referenced application number (“Agreement”) between **SinglePoint LLC dba Sharp Business Innovations** (“we” “us” and “ours”) and Town of Wiggins (“you” and “your”). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a “Non-Appropriation Event”), then you will give us not less than ninety (90) days written notice (a “Termination Notice”) and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available (“Termination Date”). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or

cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. Insurance. You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. Indemnification. With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. Choice of Law. Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: Town of Wiggins	SINGLEPOINT LLC DBA SHARP BUSINESS INNOVATIONS
By: _____ Print Name: _____ Title: _____ Date: 4-29-24	By: _____ Print Name: _____ Title: _____ Date: _____

GENERAL SCOPE: This is a legally binding, non-cancellable contract. This agreement shall run concurrently with any and all equipment rentals, equipment leases and outright equipment purchases. This agreement covers both the labor and materials for the normal number of adjustments, repairs, and replacements of parts as necessitated by normal usage of the machine. This agreement does not cover external parts (e.g. doors, document feed covers, panels, cassettes, glass, etc) nor does it cover labor, materials, damage, or loss resulting from (a) misuse or perils such as fire, theft, or water damage (b) the use of inferior or incompatible supplies, alien parts, components, modifications, or unqualified personnel to effect repairs or changes (c) a machine reconditioning (d) improper electrical/power connection required for equipments' operation or (e) electrical power inconsistencies that damage equipment.

SERVICE CALLS: All service calls will be made during SBI's normal business hours at the installation address specified. Travel and labor time on calls after business hours are charged separate to the Customer at double rates. No charge will be made for necessary adjustment calls for service between inspection periods, provided service is required during normal business hours.

EXTENT OF LABOR SERVICES: Labor services afforded under this agreement shall include lubrication of the unit and the adjustment, repair or replacement of functional parts or elements described in the following paragraph.

PARTS AUTHORIZATION, REPAIR AND REPLACEMENT: This service agreement authorizes replacement of parts not covered by this agreement at the time of service if deemed necessary by SBI. Replacement or repair of all functional parts is included. Sharp Business Innovations may at its discretion utilize new or reconditioned parts, either individually or in sub-assemblies.

NETWORKED EQUIPMENT: This service agreement covers repair of hardware components for printing, scanning and faxing of equipment listed on reverse. It does not cover service repairs for software upgrades, training, telecommunications problems, computer problems, or network problems. Sharp Business Innovations will network equipment at the time of equipment installation. Customer is responsible for all costs associated with networking new equipment after the installation as well as service related calls due to telecommunications, computer or network problems.

SUPPLIES: The Total Copy Agreement shall include toner and toner collection bottles during the term of this agreement. Paper and staples are not included in this agreement and shall be purchased separately by Customer. The quantity of supplies included under the agreement shall be determined in accordance with manufacturer's estimated yields. Any supplies shipped during the term of the agreement or during any calendar year that exceeds the supplies that would be needed for copies/prints made during that time period based on the manufactures estimated yields will be invoiced to the Customer at SinglePoint's retail price for such supplies. The Customer agrees to pay such charges for supplies together with a freight and handling charge for shipping such supplies. All supplies remain the property of Sharp Business Innovations until used in the equipment to make copies/prints. Sharp Business Innovations reserves the right to pick up unused supplies at any time including at the expiration of this agreement.

RECONDITIONING: When in SBI's expert opinion, a shop reconditioning is necessary to keep the machine in working condition, SBI will submit an estimate of needed repairs and costs thereof, including freight charges to and from our shop, which will be in addition to the maintenance charges. SinglePoint is not responsible for providing the Customer with a loaner machine.

TERM: Customer agrees to pay the maintenance agreement charge in advance at the beginning of each agreement period if signing an Annual Total Copy Agreement. If signing a Monthly Total Copy Agreement, the Customer agrees to pay in full each month and by the invoice due date. This agreement is not transferable from the original purchaser unless approved directly by Sharp Business Innovations. This agreement, subject to the automatic renewal provided below, covers the period of contractual lease obligations, or the number of copies stated on the reverse side, whichever occurs first. In the event Customer fails to pay (1) the charge for this maintenance agreement when due, or (2) for labor and materials provided to the Customer but not covered under this agreement, or (3) fails to pay when due for supplies and equipment furnished the Customer, Sharp Business Innovations may at its sole discretion: (a) refuse to service the equipment and/or provide supplies until such sums are paid in full, or (b) continue to service the equipment and/or provide supplies on a C.O.D. basis, or (c) pursue all remedies as provided by law or in equity. The items set forth in (a), (b), and (c) are not mutually exclusive of any other right or remedy provided by law. In case of breach by Customer or lease payoff/upgrade by an industry competitor, Customer agrees to pay a sum equal to 90% of the entire remaining balance of the contract, or the average historical usage billing whatever the disposition of the equipment is at the time.

AUTOMATIC RENEWAL: This agreement will renew automatically for successive annual terms (12 Months) or the number of copies specified on the reverse side, whichever occurs first unless canceled in writing thirty days prior to (a) the anniversary date, or (b) the date the number of copies stated on the reverse side is reached, whichever occurs first. The renewal will be at the prevailing rate.

NOTICES: Any notices permitted or required under this agreement shall be in writing and shall be deemed given upon the date of personal delivery or upon the date it is deposited in the United States mail, postage fully prepaid, registered or certified mail, return receipt requested, addressed to the parties at the addresses set forth on the reverse side of this agreement or any other address as any party may from time to time designate.

WITHDRAWAL FROM SERVICE: Sharp Business Innovations reserves the right to withdraw any Product from coverage, if in its sole discretion, it determines that the Product(s) cannot be properly or economically repaired, has excessive wear or deterioration, or is used in an incorrect application of the like.

EXCUSABLE DELAYS: SBI shall not be liable for delays or failures to perform with respect to this Agreement due to (a) causes beyond its reasonable control, (b) acts of God, epidemics, war, riots, strikes, delays in transportation or transportation shortages, or (c) inability to obtain necessary labor, or materials, for causes beyond its control. In the event of any such delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay.

KEY OPERATOR TRAINING: Key operators shall be responsible for periodic cleaning of such areas as copy glass and copy board cover. Minor paper jams, toner levels and ensuring paper is in the unit, remains the responsibility of the key operator.

CUSTOMER OBLIGATIONS: Customer agrees to provide full and free access to Product(s) requiring services and to provide a safe environment in which to work. Customer shall make available to Sharp Business Innovations at no charge, use of any Product attachments or features which are not under Service Agreement but which are necessary for the proper maintenance of the Product(s). During a service call or inspection of the copier, it may be necessary for a technician to make additional copies to check the copier's performance. Customer acknowledges and agrees to service related copies at no charge to Sharp Business Innovations. Customer shall not undertake repair, modification, disassembly or replacement of user replaceable items of the Product(s) without authorization of Sharp Business Innovations. The Customer will provide accurate and timely meter readings in the manner prescribed by Sharp Business Innovations. If the Customer fails to provide timely meter readings (due by the last business day of the month), Sharp Business Innovations may average them and bill the Customer accordingly.

ATTORNEY FEES: In the event suit or action is instituted to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action in addition to all other sums provided by law.

LIMITATION OF WARRANTIES AND REMEDIES: THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE EXCEPT AS SPECIFICALLY SET FORTH HEREIN. Sharp Business Innovation's obligation on any claims is limited to replacement or repair of the defective part or material. Except as above stated, Sharp Business Innovations will not be liable for an loss, injury or damages to persons or property resulting from failure or defective operation of any materials or equipment furnished hereunder or delay in a performance of this agreement. Nor will Sharp Business Innovations be liable for direct, indirect, special or consequential damages of any kind sustained by the Customer from any cause.

COMPLETE AGREEMENT: This agreement, including the terms and conditions on the reverse side, is the entire, final, and complete agreement of the parties pertaining to the maintenance of the equipment described on the reverse side and supersedes and replaces all prior to existing written and oral agreements, statements, or representations between the parties or their representatives. It may not be modified orally or in any other manner except by an agreement in writing signed by the parties.

Customer Initials



STAFF SUMMARY

Board of Trustees Meeting
Liquor License Authority
May 22, 2024

DATE: May 22, 2024

AGENDA ITEM NUMBER: 8

TOPIC: Liquor License Renewal – Just 1 More LLC

Staff Member Responsible: Nichole Seiber, Town Clerk/Trustee

BACKGROUND:

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

SUMMARY:

The Town is in receipt of a renewal for a Liquor License from Just 1 More LLC. Their current license expires on June 26, 2024. Just 1 More LLC has paid the appropriate fees for the State of Colorado and has been billed by the Town of Wiggins for the processing fee. The Police Department has no cases or issues with this applicant related to the liquor license.

FISCAL IMPACT:

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

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

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

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

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

MOTION FOR APPROVAL:

I make the motion to approve the liquor license renewal for Just 1 More LLC.

ACTION REQUESTED:

Motion, Second, Roll-Call Vote.

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

Submit to Local Licensing Authority

**JUST 1 MORE
 PO BOX 365
 Wiggins CO 80654**

Fees Due	
Renewal Fee	625.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$625.00

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

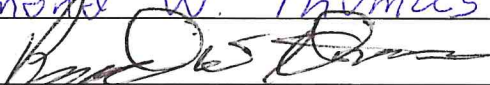
Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name JUST 1 MORE, LLC		Doing Business As Name (DBA) JUST 1 MORE	
Liquor License # 03-08058	License Type Tavern (city)		
Sales Tax License Number ██████████	Expiration Date 06/26/2024	Due Date 05/12/2024	
Business Address 217 MAIN STREET Wiggins CO 80654			Phone Number 9703966898
Mailing Address PO BOX 365 Wiggins CO 80654		Email	
Operating Manager	Date of Birth	Home Address	Phone Number
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes No

Affirmation & Consent		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business	Title	
Raymond W. Thomas	Owner	
Signature	Date	
	3-29-2024	
Report & Approval of City or County Licensing Authority		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.		
Therefore this application is approved.		
Local Licensing Authority For	Date	
Signature	Title	Attest