

Posted on April 25, 2023 at: _____



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

April 26, 2023 at 7:00 P.M.

**304 CENTRAL AVENUE
WIGGINS, CO 80654**

***NOTE: DUE TO LIMITED SEATING CAPACITY, THE PUBLIC IS HIGHLY
ENCOURAGED TO ATTEND THE MEETING VIA ZOOM***

GO TO <https://us06web.zoom.us/j/89138082108> FOR THE MEETING LINK

**MEETING AGENDA
(Amended)**

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 March 22, 2023
2. Approval of Board of Trustees Special Meeting Minutes April 5, 2023
3. Approval of Board of Trustees Special Meeting Minutes April 12, 2023
4. Approval of Bills April 2023

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 five (5) 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. ARBOR DAY PROCLAMATION

VI. PUBLIC HEARING (*Public input will be taken during the public hearing*).

1. Special Review Use for Recreation Vehicle Storage in the Commercial Zone District
2. Resolution No. 20-2023 - A Resolution Approving a Special Review Use for Cow Tipping, LLC for a Recreational Vehicle and Boat Storage Yard Located in Lot 1 of the Thomas Minor Subdivision

VII. PUBLIC HEARING (*Public input will be taken during the public hearing*)

1. An Ordinance Amending Ordinance No. 01-2022 and Adopting by Reference the 2018 International Plumbing Code and the 2020 National Electric Code District
2. Ordinance No. 01-2023 – An Ordinance Amending Ordinance No. 01-2022 and Adopting by Reference the 2018 International Plumbing Code and the 2020 National Electric Code District Subdivision (Second Reading of Ordinance)

VIII. CONSIDERATION OF RESOLUTION NO. 21-2023

1. Consideration of Resolution No. 21-2023 – A Resolution Approving Custodial and Deposit Agreements with High Plains Bank
2. Resolution No. 21-2023

IX. CONSIDERATION OF RESOLUTION NO. 22-2023

1. Consideration of Resolution No. 22-2023 - A Resolution Authorizing the Town Manager to Approve Change Orders with GLH Construction for the Main Street Improvements Project
2. Resolution No. 22-2023

X. LIQUOR LICENSE AUTHORITY

1. Consideration of a Liquor License Renewal – Just One More

XI. ADJOURNMENT

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



MINUTES OF MEETING

TOWN OF WIGGINS BOARD OF TRUSTEES MEETING

March 22, 2023 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, March 22, 2023. Mayor Chris Franzen called the meeting to order at 7:00 p.m. The following Trustees answered roll call: Mayor Chris Franzen, Mayor Pro-Tem David Herbstman, and Trustees: Mandy Camilleri, Bryan Flax, Steven Perrott, Bruce Miller, and Jerry Schwindt. Staff present were Tom Acre, Town Manager; Hope Becker, Planning & Zoning Administrator; and Melinda Culley, Town Attorney.

APPROVAL OF THE AGENDA

Motion was made by Mayor Pro Tem Herbstman to approve the agenda. Seconded by Trustee Miller. Roll Call: The agenda were unanimously approved.

CONSENT AGENDA

Approval of Board of Trustees Meeting Minutes February 22, 2022.

Approval of Board of Trustee Special Meeting Minutes March 8, 2023.

Approval of Bills March 2023

Trustee Miller inquired what the Core and Main software charge of \$5,600 was for. The Town Manager confirmed that this was the yearly charge for the use of Neptune which is the software program that reads the water meters.

Mayor Pro Tem Herbstman asked if the recycled asphalt was done or if there was more work to be done and more asphalt to get. The Town Manager stated he would check with Beau but was sure there were more projects coming up and that the Town typically purchases asphalt as needed.

Mayor Franzen asked questions about the REA bill.

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

TOWN MANAGER REPORT

- Town Manager Acre provided information to the Trustees pertaining to the upcoming CML Conference and the Morgan County Economic Development (MCEDC) Annual Meeting, requesting the Trustees respond to his email if they were interested in attending.



- Attended the MCEDC Bobstock Committee Meeting as they are getting ready for the upcoming event.
- MCEDC Route 76 committee meeting where MCEDC is trying to work with the school district encouraging high school graduates to consider going into trades, especially if they are not interested in college. This may encourage students to remain in the area.
- Continued with water team meetings.
- Staff has started work on the comprehensive plan update project
- Worked on three grant requests for Senators Hickenlooper and Bennet for Congressionally Directed Spending for this year. He resubmitted and refined the water tank project, the deep well injection, and the automatic bar screen and head works for the sewer plant. He did not include the aerator because the staff will be moving forward with that to prevent further violations with CDPHE.
- He met with the Eastern Plains Manager's Group. The group had discussion about the State's push for municipalities to adopt the 2021 Energy Codes. They also talked about what each Town's strategies have been regarding the energy codes.

BOARD OF TRUSTEES REPORTS

There were no reports from the Trustees.

FINANCIALS - ACTUAL TO BUDGET

Mayor Pro Tem Herbstman asked the Town Manager Acre where the extra 1% sales tax being housed in the budget. The Town Manager indicated that it is called Fund 45 on the budget. He reminded the Trustees that we will not start seeing those funds until March.

The Town Manager addressed some questions that were asked in the last meeting. He confirmed that use tax was higher due to permits from Stagecoach Meats. The extra expense for plan reviews and inspections was due to Stagecoach Meats and Family Dollar.

Trustee Miller asked about the propane tank behind Family Dollar. The Town Manager confirmed that staff has been working with Family Dollar. Family Dollar is working with Xcel Energy to get the natural gas installed. Due to delays, Family Dollar is using the propane tank as a temporary solution until the natural gas can be hooked up.

Trustee Miller brought up concerns regarding public works department numbers. Town Manager Acre indicated that he has had discussion with staff and he is going to watch the budget a bit closer and make sure allocations are done more carefully between Public Works, Parks, Water, and Sewer departments.

Mayor Franzen inquired an expense of Reserved Capital Outlay that there was \$395 expense and nothing allocated. The Town Manager indicated that the parts for the large sander box that was purchased this year was allocated to the wrong GL code.



Motion was made by Mayor Pro Tem Herbstman to approve the Financials Actual to Budget. Seconded by Trustee Schwindt. Roll Call: Motion was unanimously approved.

PUBLIC COMMENTS

The Public Comments portion of the meeting was opened at 7:27 p.m. No public comments were made from the board room or Zoom Audience.

The Public Comment portion of the meeting was closed at 7:28 p.m.

CONSIDERATION OF ORDINANCE NO. 01-2023 (First Reading) – An Ordinance Amending Ordinance No. 01-2022 and Adopting by Reference the 2018 International Plumbing Code and the 2020 National Electric Code

1. Ordinance No. 01-2023

The First Reading of an Ordinance that amends the Town Building Code that was adopted in 2021. The new amendment removes language of following the State of Colorado's plumbing and electrical code and replacing these codes with the 2018 Electrical Code and the 2018 International Plumbing Code.

Trustee Miller asked the Town Manager and Town Attorney, Melinda Culley, if they have reviewed this recommendation. Melinda indicated that due to the lack of clarity in the State Bill that this may be in the best interest of the Town to prevent being forced to adopt the 2021 Energy Codes.

Trustee Miller inquired if the State would continue doing electrical and plumbing inspections. Town Manager Acre indicated that this ordinance would not change anything regarding the current permitting and inspection processes. Contractors would still be required to do electrical and plumbing permits and inspections through DORA.

Motion was made by Mayor Pro Tem Herbstman to approve Ordinance 01-2023. Seconded by Trustee Perrott. Roll Call: Motion was unanimously approved.

CONSIDERATION OF ORDINANCE 02-2023 – An Emergency Ordinance Imposing a Temporary Moratorium on the Issuance of a Building Permit, Special Review Use, Business License to, or Receipt of any Land Use Application from any Owner or Applicant the Purpose of which Includes Development, Construction, or Operation of a RV Park or Campground

1. Ordinance 02-2023

This was an ordinance recommending a temporary moratorium on RV Parks and campgrounds. The recommendation by the Planning and Zoning Commission in an effort to curb development of RV Park concepts, development, and zones until the Comprehensive Plan can be completed. This is being recommended in an effort to provide staff and both boards time to properly develop guidelines that



will help the Planning and Zoning Commissioners and the Board of Trustees when having to consider special review requests for an RV Park/campground.

Staff updated the Board of Trustees with the progress the Planning and Zoning Commission has made in creating rules and regulations for RV Park applications and development. Trustee Flax questioned staff what the purpose of the moratorium would be because he felt like a moratorium would be preventing development. Staff responded that that the moratorium was just a temporary means of rest that would provide staff and boards time to create a RV Park Zone but information determining where that zone would be best applied in Town would come with the new comprehensive plan.

Staff explained that if a moratorium was not set in place, then an application could still be turned in under the current LDC and current comprehensive plan. Staff also explained that there was another option to amend the LDC with a RV appendix providing development regulations and criteria, but both boards would still be relying on the existing comprehensive plan. The other challenge staff has experienced with current zoning is the placement of a RV Park. Staff provided the Board of Trustees with satellite views of Wiggins and showing the Trustees where all the vacant lots were in town. This provided a visual that land options for a RV Park are limited.

Trustee Flax asked Town Attorney, Melinda Culley, for clarification that the moratorium would help protect the town from having to make decisions on a Land Use Application pertaining to RV Parks because the moratorium would take out some of the gray areas as to why the Trustees may not approve the concept. Melinda confirmed that there is currently not a lot of clarity about RV parks in the current LDC and comprehensive plan. Allowing for those clarifications to be developed would be beneficial in the decision-making process. Melinda also mentioned that the Trustees could also shorten the moratorium. Staff clarified that the Planning and Zoning Commission has the RV Zone concept in final stages and ready for approval just as soon as the comprehensive plan is approved.

After additional discussion, the Board of Trustees decided to table the agenda item to have staff present additional information in a Work Session.

Motion was made by Mayor Pro Tem Herbstman to table Ordinance 02-2023 until the Board of Trustees had the opportunity to discuss the Ordinance at the next Board of Trustee Work Session. Seconded by Trustee Flax. Roll Call: Motion was unanimously approved.

CONSIDERATION OF RESOLUTION NO. 15-2023 - A Resolution Authorizing the Town Manager to Issue the Notice of Award to GLH Construction Inc. for the Main Street Improvements Project

1. Resolution No. 15-2023

A resolution that authorizes the Town Manager to issue the notice of award to GLH Construction for the Main Street Project that includes curb, gutter, sidewalk and new roads from 3rd Avenue to 5th Avenue. The project also includes a new drainage system in pipe to go the retention pond off of 3rd and Corona and it includes a non-potable section of non-potable water line. It also includes a turning



lane on the west side of Main Street entering Tiger Way. The project also includes some traffic medians to help break up the wide roadway and help beautification and access to private driveways and parking. There were three bidders.

The Town Manager also informed the Trustees that meetings were being set up to talk with public works, emergency personnel and the school district to coordinate traffic control.

Motion was made by Trustee Miller to approve Resolutions 15-2023. Seconded by Trustee Schwindt. Roll Call: Motion was unanimously approved.

LIQUOR LICENSE AUTHORITY – Consideration of a Liquor License Renewal – Mariana’s Mexican Restaurant

Staff stated that the Town has received the application for Liquor License Renewal from Mariana’s Mexican Restaurant. They have paid all appropriate fees and the police department has no issues with the renewal application or the premises.

Motion was made by Trustee Miller to approve the Liquor License Renewal for Mariana’s Mexican Restaurant. Seconded by Trustee Camilleri. Roll Call: Motion was unanimously approved.

Motion was made by Mayor Pro Tem Herbstman to adjourn into Executive Session. Seconded by Trustee Flax. Roll Call: Motion was unanimously approved. The Board went into Executive Session at 8:07 p.m.

EXECUTIVE SESSION - For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) – Update regarding water rights and water court case.

The Board adjourned the Executive Session at 9:07 p.m.


REPORT FROM THE EXECUTIVE SESSION

The Executive Session was held for the purpose stated above. Updates were provided by the water rights attorney and engineer. No formal action was taken.

ADJOURNMENT

Mayor Franzen adjourned the meeting at 9:08 p.m.

Respectfully submitted by:



Tom Acre, Interim Town Clerk



MINUTES OF MEETING

TOWN OF WIGGINS BOARD OF TRUSTEES SPECIAL MEETING

April 05, 2023 at 7:00 p.m.

CALL TO ORDER & ROLL CALL

A Special Meeting of the Town Board of Trustees for the Town of Wiggins, Colorado was held on Wednesday, April 2023. Mayor Chris Franzen called the meeting to order at 6:58 p.m. The following Trustees answered roll call: Mayor Chris Franzen, Mayor Pro-Tem David Herbstman, and Trustees: Mandy Camilleri, Bryan Flax, Steven Perrott, Bruce Miller, and Jerry Schwindt. Staff present were Tom Acre, Town Manager; and Hope Becker, Planning & Zoning Administrator.

APPROVAL OF THE AGENDA

Motion was made by Trustee Miller to approve the agenda. Seconded by Mayor Pro Tem Herbstman. Roll Call: The agenda were unanimously approved.

PUBLIC HEARING – AMENDMENT TO 2023 BUDGET – Consideration of Resolution No. 16-2023 - A Resolution Amending the 2023 Budget by Increasing the Appropriations in the General Fund, 1% Sales Tax Capital Improvement Projects Fund and the 2022 Dedicated Streets CIP Sales Tax Fund

A resolution to amend the 2023 budget due to amended costs of the Main Street Project. Some items are being taken out; however, some beautification items are being added which will increase the costs. Staff is also suggesting a budget amendment for the purpose of purchasing a new phone system for the Town Hall. The phone system is not dropping calls and causing disruption to Town services.

The Town Manager provided additional phone system details to the Board of Trustees.

Mayor Franzen opened the public hearing at 7:13 pm. The Town Manager verified that there was proper notification of the public hearing. There were no disclosures from the members of the Board.

Public comment was opened at 7:17 pm. There were no comments from the audiences. Mayor Franzen closed the public comment section of the hearing at 7:17 pm.

Mayor Franzen opened the floor for Board of Trustee discussion. Trustee Flax asked the Town Manager for additional details on the islands that are part of the drawings. The Manager provided more details to the Trustees about the project.



Motion was made by Mayor Pro Tem Herbstman to approve Resolution 16-2023. Seconded by Trustee Flax. Roll Call: Motion was unanimously approved.

CONSIDERATION OF RESOLUTION 17-2023 – A Resolution Authorizing the Town Manager to Enter into a Contract with GLH Construction for the Main Street Improvement Project

Motion was made by Trustee Schwindt to approve Resolution 17-2023. Seconded by Trustee Perrott. Roll Call: Motion was unanimously approved.

CONSIDERATION OF RESOLUTION NO. 18-2023 - A Resolution Authorizing the Town Manager to Enter into a Contract to Purchase Replacement Telephone System for Town Hall

A resolution that authorizes the Town Manager to enter into a contract to purchase a new telephone system for Town Hall.

Motion was made by Trustee Perrott to approve Resolutions 18-2023. Seconded by Mayor Pro Tem Herbstman. Roll Call: Motion was unanimously approved.

CONSIDERATION OF RESOLUTION NO. 19-2023 - A Resolution Authorizing the Mayor to Sign the Development Agreement with JTS Investments, Inc. for the Family Dollar/Dollar Tree Store at 700 Central Ave

A resolution that authorizes the Town Manager to enter development agreement with JTS Investments for the Family Dollar / Dollar Tree Store. The agreement identifies some things on site and the completion of Granite Street.

Motion was made by Trustee Flax to approve Resolutions 19-2023. Seconded by Trustee Schwindt. Roll Call: Motion was unanimously approved.

ADJOURNMENT

Mayor Franzen adjourned the meeting at 7:41 pm.

Respectfully submitted by:

A handwritten signature in blue ink that reads "Tom Acre".

Tom Acre, Interim Town Clerk



MINUTES OF MEETING

TOWN OF WIGGINS BOARD OF TRUSTEES SPECIAL MEETING

April 12, 2023 at 8:10 p.m.

CALL TO ORDER & ROLL CALL:

A special meeting of the Town Board of Trustees for the Town of Wiggins, Colorado was held on Wednesday, April 12, 2023. Mayor Chris Franzen called the meeting to order at 8:10 p.m. The following Trustees answered roll call: Mayor Pro-Tem David Herbstman and Trustees: Jerry Schwindt, Bryan Flax, Bruce Miller, and Steven Perrott. Trustee Mandy Camilleri was absent. Staff present was Tom Acre, Town Manager.

APPROVAL OF THE AGENDA:

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

A motion was made by Trustee Flax to go into Executive Session for the purpose stated below. Seconded by Trustee Schwindt. Roll Call: The motion to go into Executive Session was approved unanimously. The Board of Trustees entered the Executive Session at 8:12 p.m.

EXECUTIVE SESSION:

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) – Location/Construction of water pipeline from Kiowa-Bijou wells to Booster Station.

The Board adjourned the Executive Session at 8:41 p.m.

REPORT FROM EXECUTIVE SESSION

The Board gave general direction to the Town Manager regarding the location/construction of water pipeline from Kiowa-Bijou wells to Booster Station. No formal action was taken during the Executive Session.

ADJOURNMENT:

Mayor Franzen adjourned the meeting at 8:42 p.m.

Respectfully submitted by:




Tom Acre, Interim Town Clerk

TOWN OF WIGGINS - BILLS PAID
APRIL 2023

Vendor	Description	Amount Paid
ATLAS ENERGY SERVICES	Dumpster Charge for Metal Salvage - PW	\$400.00
BANK OF THE WEST	Loan Interest Payment - Knievel	\$50,856.81
BANK OF THE WEST (0671)	Credit Card Payments	\$3,830.52
BANK OF THE WEST (Sync)	Syncing Fund Deposit-Knievel	\$72,265.50
BEARCOM COMMUNICATIONS INC	PD Equipment Repair	\$615.00
BECKER, HOPE	Reimbursement Mileage , Map Racks	\$152.62
BLOEDORN LUMBER	Building Supplies PW	\$2,766.06
BLUE LIGHTNING	Phone/Internet	\$573.86
BNSF RAILWAY COMPANY	Land Lease - Flood Control Levee	\$401.17
BRUSH RODEO ASSOCIATION	2023 Annual Rodeo Donation	\$250.00
CASELLE, INC	Financial Software Support	\$906.00
CHS HIGH PLAINS	Propane & Herbicide	\$2,532.84
CIRSA	Property Causalty Insurance	\$42,630.89
CIRSA	Workers Comp Insurance	\$8,300.50
CITY OF FORT MORGAN UTILITIES	Farm House Utilities	\$8.17
COLORADO ANALYTICAL LABORATORY	Water Anaylsis	\$1,162.00
COUNTRY HARDWARE	Misc Supplies- PW	\$1,616.58
EMIL, KIMBERLY A	Salary - Judge	\$312.50
FRANZEN, CHRIS	Referee-Soccer	\$80.00
GARRETSON'S SPORT CENTER	Baseballs	\$152.93
GOPHER EXCAVATION INC	Steel pipe PW	\$3,600.00
HARMAN, STEPHANIE	CIS/NIBRS	\$99.00
HAYES POZNANOVIC KORVER, LLC	Water Rights Attorney	\$13,370.00
HE LLC	February 27 thru March 23	\$1,500.00
ION DEVELOPER LLC	Refund Building Permit 80%/Use Tax	\$176.88
JONES IRRIGATION SERVICE	PW Assistance	\$16,859.98
KAMMERER, WILLIAM M.	Water Shares Lease/Purch Paymt	\$3,510.42
KC'S GRAPHICS	Jersey's Youth Sports	\$573.50
LEAF	Copier Lease	\$159.00
LRE Water	Water Rights Engineering	\$5,279.00
MARTENS, VIRGINIA	Reimbursement Mileage, NVAA Meetings	\$230.04
MILLER & ASSOCIATES	Town Engineer & Water Rights Engr Support	\$74,184.50
MILLER, CRAIG	Reimbursement for LED Lights	\$42.92
MORGAN COUNTY EDC	MCEDC Annaul Meeting x 2	\$60.00
MORGAN COUNTY QUALITY WATER	3261 Road U	\$35.64
NVAA	NVAA Ivoice 400 Checks	\$26.00
OUT EAST CONTRACTING, LLC	Recycled Asphalt	\$650.00
PAINT SHOP 76	Repair 2016 Chevy Tahoe (Insurance)	\$5,762.11
PAULING, BRUCE AND PAMELA	Refund Utility Final Billing Overpayment	\$5.89
PITNEY BOWES (LEASE & SUPPLIES)	Postage Machine	\$293.59
PITNEY BOWES-PURCHASE POWER	Postage	\$700.00
PRAIRIE MOUNTAIN MEDIA	Notice Publication	\$27.60
QUIMBY, JOENNE	Mileage for Training	\$812.20
QUIMBY, JOENNE	Reimburse Hotel Bill for Training	\$559.86

TOWN OF WIGGINS - BILLS PAID
APRIL 2023

Vendor	Description	Amount Paid
RH WATER & WASTEWATER, INC.	Contract Opp Water & WWTF - Water Analysis	\$2,890.00
RICK ENGINEERING COMPANY	Comprehensive Plan Update	\$1,912.50
ROBERTSON, ADAM AND SHEENA	Refund Utility Final Billing Overpayment	\$7.89
SAFEbuilt, LLC	Building Inspections	\$4,608.00
SBA CONSTRUCTION	Refund Utility Final Billing Overpayment	\$119.55
SiteOne LANDSCAPE SUPPLY	Trees & Supplies Arbor Day	\$4,051.86
TALAMANTES, JAZMIN	Referee-Soccer	\$80.00
TELEDYNE INSTRUMENTS INC	Influent Wastewater Sensor and Cable	\$1,713.00
TREATMENT TECHNOLOGY	Treatment Chemicals RO & WWTF	\$3,588.00
TRUCKPRO LLC	Pump for Dump Truck - PW	\$1,111.12
VIAERO WIRELESS	Cell Phone Charges	\$551.20
Walker Repair Services	WPD Oil Change Service, Rotate Tires	\$305.32
WELDON VALLEY DITCH COMPANY	Kammer Accounting Jan -Feb 2023	\$99.50
WIGGINS FARM AND AUTO SUPPLY	Vehicle Repair Parts - PW	\$740.82
WIGGINS SUPER'S 1846	Misc Supplies	\$58.18
WOLF WASTE, LLC	Trash Service	\$298.00
XCEL ENERGY	Utilities-Gas	\$888.98
Approved: 	Date: 04/24/2023	Total \$341,356.00

INCIDENT ANALYSIS - DAY

Date 04/06/2023

Time 08:56:13

Report CFS03

Agency Wiggins Police Dept.

Dates 03/01/2023 Thru 03/31/2023

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
Agency: WPD Wiggins Police Dept.								
	0	0	0	0	0	0	1	1
00500 Burglary	0	0	0	0	1	0	0	1
00600 Theft	0	0	0	1	1	0	0	2
00700 M/V Theft	0	0	0	0	1	0	0	1
01720 Assault-sexual	0	0	0	1	0	0	0	1
02430 Loud Noise	0	0	1	0	0	0	0	1
02660 Harass/threat	0	0	0	0	0	1	0	1
02670 Local Ordinance Violation	0	0	0	1	1	0	0	2
02671 Dog At Large	0	0	0	2	0	0	4	6
02700 Susp Pers/veh/inc	3	0	1	0	0	2	0	6
03000 Community Policing	0	1	3	2	1	2	0	9
03010 Assist Other Agency	2	3	2	1	4	1	3	16
03030 Building Check	0	2	1	0	0	0	0	3
03055 Remove A Party	1	0	0	0	0	0	0	1
03080 Medical Assist	2	0	1	0	1	2	0	6
03100 Welfare Check	0	0	0	2	0	0	0	2
03120 Extra Patrol	24	17	33	23	49	40	25	211
03121 Vacation House Check	0	0	2	5	2	1	0	10
03540 Traffic Accident	0	0	0	1	0	0	0	1
03600 Driving Complaint	0	0	1	0	0	0	1	2
03610 Parking Complaint	0	2	0	1	0	0	1	4
03750 Meet Party	0	0	1	0	0	0	0	1
03760 Information	0	0	0	1	0	0	1	2
05007 Restraining Order Violati	1	0	1	0	2	0	1	5
07410 Disturbance	0	0	1	0	0	0	0	1
07510 Abandoned Vehicle	0	0	0	2	0	0	0	2
07520 Motorist Assist	0	2	0	0	1	1	0	4
07530 Traffic Contact	2	2	5	4	15	5	2	35
07531 Pedestrian Contact	0	0	0	0	1	0	0	1
07580 Vehicle Inspection	1	1	0	1	1	0	0	4
09000 Fire Investigation LE	0	0	0	1	1	1	1	4
09001 911-Welfare Check	1	2	3	1	2	2	4	15
09003 911-No Answer On Call Bac	0	0	0	0	0	1	0	1
09900 Follow Up/Investigation	0	2	2	3	1	7	0	15
09902 Civil Issues	0	0	0	0	1	0	0	1
09917 Special Events	0	0	0	1	0	0	0	1
09918 Unattended Death	1	0	0	0	0	0	0	1
SEO Select Enforce Off Init	3	3	13	9	29	9	1	67
Wiggins Police Dept. Agency Total	41	37	71	63	115	75	45	447
Total	41	37	71	63	115	75	45	447

TOWN OF WIGGINS
COMBINED CASH INVESTMENT
MAY 31, 2023

<u>COMBINED CASH ACCOUNTS</u>		
01-10210	HIGH PLAINS-MAIN CHECKING	66,186.80
01-10700	RETURNED CHECK CLEARING ACCT	(100.30)
01-10750	UTILITY CASH CLEARING ACCOUNT	926.34
TOTAL COMBINED CASH		<u>67,012.84</u>
TOTAL UNALLOCATED CASH		<u><u>67,012.84</u></u>
 <u>CASH ALLOCATION RECONCILIATION</u>		
TOTAL ALLOCATIONS TO OTHER FUNDS		<u>.00</u>
ZERO PROOF IF ALLOCATIONS BALANCE		<u><u>.00</u></u>

TOWN OF WIGGINS

BALANCE SHEET

MAY 31, 2023

GENERAL FUND

ASSETS

10-10240	CASH IN BANK COMM HALL FUND SA	10.35	
10-10250	COLOTRUST FUND	1.07	
	TOTAL ASSETS		11.42

LIABILITIES AND EQUITYLIABILITIES

10-20200	ACCOUNTS PAYABLE	(	34,836.07)	
10-20210	PAYABLE TO SCHOOL DISTRICT		1,088.59	
10-22710	FED/ FICA TAXES PAYABLE	(	6,763.22)	
10-22720	STATE W/H TAXES PAYABLE		5,327.00	
10-22740	POLICE PENSION PAYABLE	(	1,659.04)	
10-22760	DEFERRED COMP CONTRIB PAYABLE	(	1,926.64)	
10-22770	UNEMPLOYMENT PAYABLE	(	19.47)	
10-22820	HEALTH INSURANCE PAYABLE		8,611.28	
10-22825	AFLAC PAYABLE	(	86.72)	
	TOTAL LIABILITIES	(	30,264.29)	

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

REVENUE OVER EXPENDITURES - YTD

142,352.97

BALANCE - CURRENT DATE

142,352.97

TOTAL FUND EQUITY

142,352.97

TOTAL LIABILITIES AND EQUITY

112,088.68

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
10-31100 CURRENT PROPERTY TAX	.00	204,534.78	524,164.00	319,629.22	39.0
10-31200 SPECIFIC OWNERSHIP	.00	9,947.24	30,000.00	20,052.76	33.2
10-31300 1% TOWN SALES TAX	.00	80,957.94	300,000.00	219,042.06	27.0
10-31301 USE TAX	.00	36,798.00	10,000.00	(26,798.00)	368.0
10-31420 CIGARETTE TAX	.00	488.49	1,500.00	1,011.51	32.6
10-31810 SEVERENCE TAX	.00	.00	10,000.00	10,000.00	.0
10-31820 FRANCHISE FEE-MORGAN CTY REA	.00	4,881.00	8,000.00	3,119.00	61.0
10-31821 FRANCHISE FEE-XCEL ENERGY	.00	8,595.33	8,000.00	(595.33)	107.4
10-31823 FRANCHISE FEE--BLUE LIGHTNING	.00	994.24	2,750.00	1,755.76	36.2
10-32110 LIQUOR LICENSE (15%)	.00	22.50	175.00	152.50	12.9
10-32210 BUILDING PERMITS	.00	19,324.83	25,000.00	5,675.17	77.3
10-33412 DOLA EIAF 2021	.00	.00	82,500.00	82,500.00	.0
10-33413 DOLA REDI GRANT (PASS THRU)	.00	.00	150,000.00	150,000.00	.0
10-33430 MISCELLANEOUS FEES	.00	(4.95)	.00	4.95	.0
10-33530 HIGHWAY USERS TAX	.00	12,699.29	55,000.00	42,300.71	23.1
10-33550 ADDITIONAL MOTOR VEHICLE	.00	1,916.82	6,000.00	4,083.18	32.0
10-33800 ROAD & BRIDGE	.00	23,334.95	40,000.00	16,665.05	58.3
10-34210 SPECIAL POLICE SERVICES	.00	89.10	.00	(89.10)	.0
10-34215 VIN INSPECTIONS	.00	75.00	250.00	175.00	30.0
10-34220 BUILDING DEVELOPMENT REVIEW	.00	536.05	5,000.00	4,463.95	10.7
10-34221 BUILDING INSPECTION PLAN REV	.00	10,955.04	1,000.00	(9,955.04)	1095.5
10-34282 PARKS & REC FEES	.00	70.00	.00	(70.00)	.0
10-34283 SOFTBALL REG FEES	.00	.00	2,000.00	2,000.00	.0
10-34284 BASEBALL REG FEES	.00	3,535.00	11,000.00	7,465.00	32.1
10-34286 VOLLEYBALL REG FEES	.00	25.00	1,000.00	975.00	2.5
10-34287 SOCCER REG FEES	.00	1,680.00	1,500.00	(180.00)	112.0
10-34289 MISCELLANEOUS ACTIVITY FEES	.00	.00	2,000.00	2,000.00	.0
10-35110 COURT FINES-MUNICIPAL	.00	9,603.15	30,000.00	20,396.85	32.0
10-36000 OTHER MISCELLANEOUS	.00	15.00	.00	(15.00)	.0
10-36010 DOG LICENSES/CLINIC	.00	95.00	300.00	205.00	31.7
10-36011 BUSINESS LICENSES	.00	250.00	3,500.00	3,250.00	7.1
10-36012 CONTRACTOR LICENSES	.00	900.00	1,800.00	900.00	50.0
10-36013 GOLF CART LICENSES	.00	50.00	150.00	100.00	33.3
10-36050 CAPITAL CREDITS RECEIVED	.00	2,200.98	.00	(2,200.98)	.0
10-36100 INTEREST ON SAVINGS	.00	11.42	10.00	(1.42)	114.2
10-36310 BUILDING & FARM RENT	.00	1,600.00	6,000.00	4,400.00	26.7
10-36420 REFUNDS	.00	1.06	.00	(1.06)	.0
10-36500 CONTRIBUTIONS/DONATIONS	.00	60.00	.00	(60.00)	.0
10-36512 GRANTS--DUI	.00	400.00	.00	(400.00)	.0
 TOTAL FUND REVENUE	 .00	 436,642.26	 1,318,599.00	 881,956.74	 33.1

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENTAL</u>					
10-410-13 FINANCIAL AUDIT	.00	.00	5,000.00	5,000.00	.0
10-410-32 PROFESSIONAL SERVICES	.00	3,734.58	22,500.00	18,765.42	16.6
10-410-34 CODIFICATION	.00	3,920.00	12,000.00	8,080.00	32.7
10-410-35 COPIER LEASE	.00	254.40	650.00	395.60	39.1
10-410-40 EMPLOYEE TRAINING	.00	1,372.06	5,000.00	3,627.94	27.4
10-410-41 TELEPHONE & INTERNET	.00	1,169.59	1,400.00	230.41	83.5
10-410-42 UTILITIES--ELECTRIC	.00	179.96	2,000.00	1,820.04	9.0
10-410-43 OFFICE BLDG REPAIRS & MAINT	.00	1,482.00	5,000.00	3,518.00	29.6
10-410-44 POSTAGE METER LEASE	.00	105.13	250.00	144.87	42.1
10-410-45 UTILITIES-GAS	.00	653.80	1,500.00	846.20	43.6
10-410-46 CELL PHONE	.00	335.19	1,260.00	924.81	26.6
10-410-48 TRASH	.00	.00	300.00	300.00	.0
10-410-52 INSURANCE & BONDS	.00	14,629.39	32,180.00	17,550.61	45.5
10-410-54 ADVERTISING	.00	.00	600.00	600.00	.0
10-410-55 POSTAGE & SHIPPING	.00	82.35	800.00	717.65	10.3
10-410-58 TRAVEL & MEETINGS	.00	246.67	5,200.00	4,953.33	4.7
10-410-61 OPERATING SUPPLIES	.00	581.83	5,500.00	4,918.17	10.6
10-410-68 COPIER EXPENSE	.00	567.39	725.00	157.61	78.3
10-410-70 IT SUPPORT	.00	.00	15,000.00	15,000.00	.0
10-410-71 COMPUTER SOFTWARE	.00	2,967.90	3,000.00	32.10	98.9
10-410-90 DUES & SUBSCRIPTIONS	.00	.00	4,000.00	4,000.00	.0
10-410-91 NEWSLETTERS & PUBLICATIONS	.00	300.00	800.00	500.00	37.5
TOTAL GENERAL GOVERNMENTAL	.00	32,582.24	124,665.00	92,082.76	26.1
<u>ADMINISTRATION DEPARTMENT</u>					
10-411-15 ADMINISTRATION DEPT EMPLOYEES	.00	17,677.93	134,102.00	116,424.07	13.2
10-411-20 EMPLOYEE BENEFITS	.00	1,487.85	18,115.00	16,627.15	8.2
10-411-22 FICA & MEDICARE	.00	1,335.90	10,259.00	8,923.10	13.0
10-411-23 457 RETIREMENT	.00	732.81	6,500.00	5,767.19	11.3
10-411-25 UNEMPLOYMENT INS	.00	29.10	402.00	372.90	7.2
10-411-26 WORKERS' COMPENSATION	.00	1,342.08	200.00	(1,142.08)	671.0
10-411-27 EMPLOYEE APPRECIATION	.00	4.99	1,200.00	1,195.01	.4
10-411-28 TA VEHICLE STIPEND	.00	.00	1,000.00	1,000.00	.0
TOTAL ADMINISTRATION DEPARTMENT	.00	22,610.66	171,778.00	149,167.34	13.2

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL DEPARTMENT</u>					
10-412-00 CONTRACT-JUDGE	.00	1,250.00	3,800.00	2,550.00	32.9
10-412-01 CONTRACT-TOWN PROSECUTOR	.00	770.00	3,250.00	2,480.00	23.7
10-412-35 COPIER LEASE	.00	71.55	400.00	328.45	17.9
10-412-41 TELEPHONE & INTERNET	.00	.00	100.00	100.00	.0
10-412-44 POSTAGE METER LEASE	.00	63.08	.00	(63.08)	.0
10-412-55 POSTAGE	.00	206.73	200.00	(6.73)	103.4
10-412-61 OFFICE SUPPLIES	.00	.00	150.00	150.00	.0
10-412-68 COPIER EXPENSE	.00	141.85	100.00	(41.85)	141.9
10-412-70 IT SUPPORT	.00	.00	100.00	100.00	.0
10-412-71 COMPUTER SOFTWARE	.00	115.50	200.00	84.50	57.8
TOTAL JUDICIAL DEPARTMENT	.00	2,618.71	8,300.00	5,681.29	31.6
<u>MAYOR & LEGISLATIVE BOARDS</u>					
10-413-10 MAYOR COMPENSATION	.00	200.00	2,400.00	2,200.00	8.3
10-413-11 BOARD OF TRUSTEES COMPENSATION	.00	1,080.00	2,880.00	1,800.00	37.5
10-413-12 BOARD OF TRUSTEES APPRECIATION	.00	.00	500.00	500.00	.0
10-413-22 FICA & MEDICARE	.00	97.92	404.00	306.08	24.2
10-413-26 WORKERS' COMPENSATION	.00	62.50	100.00	37.50	62.5
10-413-40 BOARD OF TRUSTEES TRAINING	.00	.00	3,000.00	3,000.00	.0
10-413-51 E & O INSURANCE	.00	.00	3,200.00	3,200.00	.0
10-413-58 BOARD TRAVEL & MEETINGS	.00	.00	5,000.00	5,000.00	.0
10-413-71 COMPUTER SOFTWARE	.00	.00	200.00	200.00	.0
10-413-90 DUES & SUBSCRIPTIONS	.00	.00	2,500.00	2,500.00	.0
TOTAL MAYOR & LEGISLATIVE BOARDS	.00	1,440.42	20,184.00	18,743.58	7.1
<u>ELECTIONS</u>					
10-414-00 ELECTIONS	.00	.00	3,000.00	3,000.00	.0
TOTAL ELECTIONS	.00	.00	3,000.00	3,000.00	.0
<u>TREASURER'S OFFICE</u>					
10-415-15 COLLECTIONS (TREASURERS FEE)	.00	4,090.70	10,000.00	5,909.30	40.9
10-415-30 TOWN LEGAL	.00	7,955.00	60,000.00	52,045.00	13.3
10-415-40 REPORTING & PUBLISHING	.00	18.40	500.00	481.60	3.7
TOTAL TREASURER'S OFFICE	.00	12,064.10	70,500.00	58,435.90	17.1

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ECONOMIC DEVELOPMENT</u>						
10-416-50	ECONOMIC DEVELOPMENT	.00	.00	160,000.00	160,000.00	.0
10-416-51	MEMBERSHP FEE/DUES	.00	.00	2,800.00	2,800.00	.0
	TOTAL ECONOMIC DEVELOPMENT	.00	.00	162,800.00	162,800.00	.0
<u>COMMUNITY DEVELOPMENT</u>						
10-417-30	COMMUNITY MEETINGS	.00	.00	1,000.00	1,000.00	.0
10-417-35	COPIER LEASE	.00	47.70	95.00	47.30	50.2
10-417-44	POSTAGE MACHINE LEASE	.00	42.04	105.00	62.96	40.0
10-417-55	POSTAGE	.00	.00	500.00	500.00	.0
10-417-61	OFFICE SUPPLIES	.00	.00	120.00	120.00	.0
10-417-63	ABATEMENT	.00	.00	1,500.00	1,500.00	.0
10-417-68	COPIER EXPENSE	.00	141.85	120.00	(21.85)	118.2
10-417-70	IT SUPPORT	.00	.00	200.00	200.00	.0
10-417-71	COMPUTER SOFTWARE	.00	115.50	100.00	(15.50)	115.5
10-417-85	CODE ENFORCEMENT	.00	.00	500.00	500.00	.0
10-417-91	NEWSLETTER	.00	.00	2,100.00	2,100.00	.0
	TOTAL COMMUNITY DEVELOPMENT	.00	347.09	6,340.00	5,992.91	5.5
<u>PLANNING & ZONING</u>						
10-418-30	LEGAL/ENGINEERING SUPPORT	.00	902.50	3,500.00	2,597.50	25.8
10-418-35	COPIER LEASE	.00	47.70	95.00	47.30	50.2
10-418-40	STAFF TRAINING	.00	.00	1,500.00	1,500.00	.0
10-418-41	TELEPHONE & INTERNET	.00	.00	425.00	425.00	.0
10-418-44	POSTAGE MACHINE LEASE	.00	43.16	200.00	156.84	21.6
10-418-49	COMMISSION TRAINING	.00	.00	500.00	500.00	.0
10-418-51	MEMBERSHIPS/PUBLICATIONS	.00	39.98	200.00	160.02	20.0
10-418-54	NOTICES/PUBLICATIONS	.00	27.60	1,000.00	972.40	2.8
10-418-55	POSTAGE	.00	116.37	105.00	(11.37)	110.8
10-418-61	OFFICE SUPPLIES	.00	.00	50.00	50.00	.0
10-418-68	COPIER EXPENSE	.00	141.85	100.00	(41.85)	141.9
10-418-70	IT SUPPORT	.00	.00	100.00	100.00	.0
10-418-71	COMPUTER SOFTWARE	.00	294.00	100.00	(194.00)	294.0
10-418-93	COMPREHENSIVE PLAN	.00	1,912.50	165,000.00	163,087.50	1.2
10-418-94	ZONING MAP	.00	.00	5,000.00	5,000.00	.0
10-418-98	IMPACT FEE STUDY	.00	.00	15,000.00	15,000.00	.0
	TOTAL PLANNING & ZONING	.00	3,525.66	192,875.00	189,349.34	1.8

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY PROGRAMS</u>					
10-419-00 FOURTH OF JULY FESTIVAL	.00	.00	22,500.00	22,500.00	.0
10-419-01 WIGGINS OLD TIME CHRISTMAS	.00	617.41	5,000.00	4,382.59	12.4
10-419-02 FALL HARVEST FESTIVAL	.00	.00	1,000.00	1,000.00	.0
10-419-05 BUSINESS DIST BEAUTIFICATION	.00	.00	3,000.00	3,000.00	.0
10-419-10 EVENTS COORINATOR	.00	.00	10,800.00	10,800.00	.0
10-419-20 DONATIONS/GRANTS	.00	250.00	10,000.00	9,750.00	2.5
10-419-58 COMMUNITY MEETINGS	.00	.00	2,000.00	2,000.00	.0
10-419-62 MAIN STREET PROGRAMS	.00	.00	5,000.00	5,000.00	.0
10-419-65 TREES/TREE PLANTING	.00	.00	2,500.00	2,500.00	.0
10-419-66 PLANTERS	.00	.00	250.00	250.00	.0
10-419-91 NEWSLETTER/EVENT POSTCARD	.00	.00	750.00	750.00	.0
10-419-99 OTHER MISCELLANEOUS	.00	30.60	.00	(30.60)	.0
TOTAL COMMUNITY PROGRAMS	.00	898.01	62,800.00	61,901.99	1.4

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT</u>					
10-421-02 CONTRACT SERVICES	.00	99.00	1,800.00	1,701.00	5.5
10-421-04 OFFICER EQUIPMENT	.00	615.00	30,000.00	29,385.00	2.1
10-421-15 POLICE SALARIES	.00	46,636.21	194,443.00	147,806.79	24.0
10-421-20 EMPLOYEE BENEFITS	.00	5,326.20	28,602.00	23,275.80	18.6
10-421-21 VEHICLE/MOBILE EQUIPMENT	.00	86.47	15,000.00	14,913.53	.6
10-421-22 FICA & MEDICARE	.00	708.16	14,875.00	14,166.84	4.8
10-421-23 PENSION-FPPA	.00	4,730.27	19,444.00	14,713.73	24.3
10-421-24 DEATH & DISABILITY-FPPA	.00	481.83	3,306.00	2,824.17	14.6
10-421-25 UNEMPLOYMENT INSURANCE	.00	90.03	583.00	492.97	15.4
10-421-26 WORKERS' COMPENSATION	.00	4,406.65	6,500.00	2,093.35	67.8
10-421-28 FARM HOUSE UTILITIES-GAS/ELECT	.00	1,005.33	3,700.00	2,694.67	27.2
10-421-29 UNIFORMS	.00	567.33	2,500.00	1,932.67	22.7
10-421-30 PROFESSIONAL LEGAL SERVICES	.00	.00	1,000.00	1,000.00	.0
10-421-35 COPIER LEASE	.00	55.65	150.00	94.35	37.1
10-421-40 TRAINING	.00	1,641.37	3,000.00	1,358.63	54.7
10-421-41 TELEPHONE & INTERNET	.00	.00	750.00	750.00	.0
10-421-42 MC COM CENTER PHONE LINE	.00	79.68	600.00	520.32	13.3
10-421-43 REPAIRS AND MAINTENANCE (AUTO)	.00	6,003.46	7,500.00	1,496.54	80.1
10-421-44 UTILITIES-ELECTRIC	.00	179.97	1,200.00	1,020.03	15.0
10-421-45 UTILITIES-GAS	.00	.00	600.00	600.00	.0
10-421-46 CELL PHONE	.00	731.61	2,400.00	1,668.39	30.5
10-421-48 TRASH	.00	.00	270.00	270.00	.0
10-421-49 OTHER MISCELLANEOUS	.00	.00	1,200.00	1,200.00	.0
10-421-52 INSURANCE & BONDS	.00	9,884.72	15,000.00	5,115.28	65.9
10-421-55 PRINTING	.00	.00	1,000.00	1,000.00	.0
10-421-61 OFFICE/GEN OPERATING SUPPLIES	.00	85.97	1,000.00	914.03	8.6
10-421-62 FUEL	.00	1,472.45	13,000.00	11,527.55	11.3
10-421-64 CRIME PREVENTION	.00	.00	250.00	250.00	.0
10-421-68 COPIER EXPENSE	.00	141.85	100.00	(41.85)	141.9
10-421-70 IT SUPPORT	.00	.00	2,500.00	2,500.00	.0
10-421-71 COMPUTER SOFTWARE	.00	249.99	4,000.00	3,750.01	6.3
10-421-72 AMMUNITION	.00	.00	2,000.00	2,000.00	.0
10-421-73 LEXIPOLE	.00	2,572.89	2,400.00	(172.89)	107.2
10-421-85 ANIMAL CONTROL	.00	.00	500.00	500.00	.0
10-421-90 MEMBERSHIP DUES	.00	50.00	300.00	250.00	16.7
10-421-91 POLICE VEHICLE SINKING FUND	.00	.00	5,000.00	5,000.00	.0
TOTAL POLICE DEPARTMENT	.00	87,902.09	386,473.00	298,570.91	22.7
<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	2,302.50	1,000.00	(1,302.50)	230.3
10-424-31 COMMERCIAL BUILDING REVIEW	.00	13,290.20	5,000.00	(8,290.20)	265.8
10-424-32 RESIDENTIAL BUILDING REVIEW	.00	5,020.32	5,000.00	(20.32)	100.4
TOTAL BUILDING INSPECTION DEPARTMEN	.00	20,613.02	11,200.00	(9,413.02)	184.0

TOWN OF WIGGINS
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS ADMINISTRATION</u>					
10-430-11 SALARY - PW MAINTENANCE(1)	.00	22,233.44	5,428.00	(16,805.44)	409.6
10-430-15 SALARY-PW SEASONAL (MOWING)	.00	325.26	6,000.00	5,674.74	5.4
10-430-16 PW EMPLOYEES-FULL TIME	.00	2,307.75	40,419.00	38,111.25	5.7
10-430-20 EMPLOYEE BENEFITS - PW	.00	2,310.90	8,104.00	5,793.10	28.5
10-430-22 FICA & MEDICARE	.00	1,818.17	3,092.00	1,273.83	58.8
10-430-23 457 RETIREMENT	.00	335.26	1,213.00	877.74	27.6
10-430-25 UNEMPLOYMENT INSURANCE - PW	.00	47.44	138.00	90.56	34.4
10-430-26 WORKERS' COMPENSATION - PW	.00	3,519.15	3,000.00	(519.15)	117.3
TOTAL PUBLIC WORKS ADMINISTRATION	.00	32,897.37	67,394.00	34,496.63	48.8
<u>PUBLIC WORKS & STREETS DEPT</u>					
10-431-00 UNIFORMS - PW	.00	469.96	3,500.00	3,030.04	13.4
10-431-20 REPAIRS-EQUIPMENT & VEHICLES	.00	9,757.45	9,500.00	(257.45)	102.7
10-431-21 STREETS-SIGNS & MATERIAL	.00	585.17	10,000.00	9,414.83	5.9
10-431-22 SNOW REMOVAL	.00	2,438.46	.00	(2,438.46)	.0
10-431-23 EQUIPMENT RENTAL	.00	.00	200.00	200.00	.0
10-431-24 REPAIRS & MAINTENANCE-STREETS	.00	6,700.00	.00	(6,700.00)	.0
10-431-25 FARM HOUSE MAINT	.00	400.00	3,000.00	2,600.00	13.3
10-431-28 FARM HOUSE UTILITIES	.00	.00	2,700.00	2,700.00	.0
10-431-35 COPIER LEASE	.00	31.80	95.00	63.20	33.5
10-431-39 GIS	.00	.00	250.00	250.00	.0
10-431-40 EMPLOYEE TRAINING	.00	65.62	2,500.00	2,434.38	2.6
10-431-41 UTILITIES - ELECTRIC	.00	225.69	1,500.00	1,274.31	15.1
10-431-43 BUILDING MAINT	.00	7,330.09	3,000.00	(4,330.09)	244.3
10-431-45 UTILITIES-GAS	.00	653.80	1,200.00	546.20	54.5
10-431-46 CELL PHONE	.00	274.53	975.00	700.47	28.2
10-431-47 TELEPHONE & INTERNET	.00	85.04	800.00	714.96	10.6
10-431-48 TRASH	.00	.00	540.00	540.00	.0
10-431-52 INSURANCE - PW	.00	8,117.00	9,611.00	1,494.00	84.5
10-431-55 POSTAGE & SHIPPING-PW	.00	.00	50.00	50.00	.0
10-431-60 STREET LIGHTING - PW	.00	1,764.96	11,000.00	9,235.04	16.1
10-431-61 OFFICE SUPPLIES	.00	.00	1,400.00	1,400.00	.0
10-431-62 FUEL - PW	.00	2,723.24	8,500.00	5,776.76	32.0
10-431-63 CONTRACT REFUSE REMOVAL - PW	.00	1,192.00	2,000.00	808.00	59.6
10-431-65 TREE PROGRAM	.00	.00	1,500.00	1,500.00	.0
10-431-66 PEST/WEED CONTROL - PW	.00	.00	1,600.00	1,600.00	.0
10-431-68 COPIER EXPENSE	.00	141.85	78.00	(63.85)	181.9
10-431-70 IT SUPPORT	.00	.00	2,500.00	2,500.00	.0
10-431-71 COMPUTER SOFTWARE	.00	309.75	424.00	114.25	73.1
10-431-74 EQUIPMENT- CAPITAL OUTLAY	.00	.00	2,250.00	2,250.00	.0
10-431-75 RESERVE CAPITAL OUTLAY	.00	7,395.00	.00	(7,395.00)	.0
10-431-76 PW VEHICLES SINKING FUND	.00	.00	5,000.00	5,000.00	.0
10-431-77 PW HEAVY EQUIP SINKING FUND	.00	.00	5,000.00	5,000.00	.0
10-431-99 OTHER MISCELLANEOUS - PW	.00	803.81	.00	(803.81)	.0
TOTAL PUBLIC WORKS & STREETS DEPT	.00	51,465.22	90,673.00	39,207.78	56.8

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STORMWATER</u>					
10-432-59 STORMWATER ENGINEERING/DESIGN	.00	7,926.25	5,000.00	(2,926.25)	158.5
10-432-60 STORMWATER CONSTRUCTION	.00	1,540.76	.00	(1,540.76)	.0
10-432-61 RETENTION/DETENTION POND MAINT	.00	72.99	750.00	677.01	9.7
10-432-62 CULVERT/DITCH MAINT	.00	3,600.00	1,000.00	(2,600.00)	360.0
10-432-63 3RD AVE STORM LIFT STATION	.00	.00	500.00	500.00	.0
10-432-64 STREET SWEEPING	.00	.00	500.00	500.00	.0
10-432-65 LEVEE REPAIR & MAINT	.00	401.17	500.00	98.83	80.2
TOTAL STORMWATER	.00	13,541.17	8,250.00	(5,291.17)	164.1
<u>PARK & RECREATION</u>					
10-451-11 SALARIES - P&R DIRECTOR (SEAS)	.00	5,535.37	16,200.00	10,664.63	34.2
10-451-12 SALARIES - SUMMER HELP (SEAS)	.00	.00	8,108.00	8,108.00	.0
10-451-16 SALARIES-PW FULL-TIME	.00	461.55	5,337.00	4,875.45	8.7
10-451-20 EMPLOYEE BENEFITS	.00	237.54	.00	(237.54)	.0
10-451-22 FICA P&R	.00	458.75	2,268.00	1,809.25	20.2
10-451-23 RENTS	.00	27.85	.00	(27.85)	.0
10-451-25 UNEMPLOYMENT INSURANCE	.00	12.01	23.00	10.99	52.2
10-451-26 WORKERS' COMPENSATION	.00	1,344.31	1,500.00	155.69	89.6
10-451-30 SPECIAL EVENTS - P&R	.00	.00	1,000.00	1,000.00	.0
10-451-38 CELL PHONE	.00	114.27	490.00	375.73	23.3
10-451-39 TELEPHONE & INTERNET	.00	85.04	1,200.00	1,114.96	7.1
10-451-40 TRAINING	.00	15.71	1,000.00	984.29	1.6
10-451-41 UTILITIES - ELECTRIC	.00	976.37	12,000.00	11,023.63	8.1
10-451-43 PARK REPAIR AND MAINTENANCE	.00	27.92	.00	(27.92)	.0
10-451-48 TRASH	.00	.00	800.00	800.00	.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	735.00	735.00	.0
10-451-61 OPERATING SUPPLIES - P&R	.00	373.50	4,500.00	4,126.50	8.3
10-451-62 PARKS & RECREATION PROGRAMS	.00	25.98	3,000.00	2,974.02	.9
10-451-70 IT SUPPORT	.00	.00	100.00	100.00	.0
10-451-71 COMPUTER SOFTWARE	.00	586.25	2,100.00	1,513.75	27.9
10-451-83 SOFTBALL	.00	.00	2,750.00	2,750.00	.0
10-451-84 BASEBALL	.00	726.43	8,000.00	7,273.57	9.1
10-451-86 VOLLEYBALL	.00	.00	750.00	750.00	.0
10-451-87 SOCCER	.00	496.00	1,200.00	704.00	41.3
10-451-88 SUMMER ACTIVITY	.00	.00	2,000.00	2,000.00	.0
10-451-90 UNIFORMS & EQUIPMENT P&R	.00	.00	2,100.00	2,100.00	.0
10-451-91 MISC FEES	.00	235.54	.00	(235.54)	.0
10-451-92 PARK CONCESSION EXPENSE	.00	.00	100.00	100.00	.0
10-451-93 MEMBERSHIP/PUBLICATIONS	.00	.00	200.00	200.00	.0
TOTAL PARK & RECREATION	.00	11,783.53	78,661.00	66,877.47	15.0
TOTAL FUND EXPENDITURES	.00	294,289.29	1,465,893.00	1,171,603.71	20.1

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	.00	142,352.97	(147,294.00)	(289,646.97)	96.7

TOWN OF WIGGINS
BALANCE SHEET
MAY 31, 2023

WATER ENTERPRISE

ASSETS

20-10250	COLOTRUST-WATER FUND	1.07	
20-10251	HIGH PLAINS WATER ENTPR FUND	100.52	
20-10260	COLOTRUST - DEVELOPMENT FEES	.39	
20-10261	2011 USDA DEBT SERV RESERVE	55.69	
20-10262	2013 USDA DEBT SERV RESERVE	85.01	
20-10270	COLOTRUST-WATER BOND ACCOUNT	.13	
20-10271	63.23% BOTW DEBT SERVICE	(28,955.99)	
20-10273	2020 BOTW LOAN--SINKING FUND	45,693.48	
20-10280	COLOTRUST-WATER BOND RESERVE	1.09	
20-10290	OPERATION & MAINTENANCE FUND	1.08	
20-11500	ACCOUNTS RECEIVABLE	106.46	
TOTAL ASSETS			17,088.93

LIABILITIES AND EQUITY

LIABILITIES

20-20200	ACCOUNTS PAYABLE	(13,157.05)	
20-22900	CUSTOMER DEPOSIT LIABILITY	3,332.00	
TOTAL LIABILITIES		(9,825.05)	

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
20-29001	SUSPENSE	45,693.48	
	REVENUE OVER EXPENDITURES - YTD	(132,095.93)	
BALANCE - CURRENT DATE		(86,402.45)	
TOTAL FUND EQUITY		(86,402.45)	
TOTAL LIABILITIES AND EQUITY		(96,227.50)	

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
20-34000 WATER SALES	.00	187,065.67	900,000.00	712,934.33	20.8
20-34001 CUSTOMER DEPOSITS	.00	.00	500.00	500.00	.0
20-34002 BULK WATER SALES	.00	89.00	5,000.00	4,911.00	1.8
20-34440 TAP FEES & ACQUISITION FEES	.00	23,278.00	.00	(23,278.00)	.0
20-34442 WATER METER SALES	.00	278.00	7,800.00	7,522.00	3.6
20-34450 MISCELLANEOUS WATER INCOME	.00	4,275.00	15,000.00	10,725.00	28.5
20-36000 WATER DEVELOPMENT CONTRIBUTION	.00	75.00	.00	(75.00)	.0
20-36001 RENTAL INCOME	.00	452.00	10,000.00	9,548.00	4.5
20-36100 INTEREST EARNED	.00	244.98	.00	(244.98)	.0
 TOTAL FUND REVENUE	 .00	 215,757.65	 938,300.00	 722,542.35	 23.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROFESSIONAL SERVICES</u>					
20-410-13 FINANCIAL AUDIT	.00	.00	5,000.00	5,000.00	.0
20-410-30 LEGAL SERVICE	.00	.00	5,000.00	5,000.00	.0
20-410-31 WATER RIGHTS EXPENSES (LEGAL)	.00	19,817.00	80,000.00	60,183.00	24.8
20-410-32 PROFESSIONAL SERVICES WATER	.00	23,120.69	90,000.00	66,879.31	25.7
20-410-33 POSTAGE	.00	167.60	1,200.00	1,032.40	14.0
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	61.97	105.00	43.03	59.0
20-410-59 DESIGN/SYSTEM ENGINEERING	.00	76,594.25	50,000.00	(26,594.25)	153.2
20-410-68 COPIER EXPENSE	.00	70.92	.00	(70.92)	.0
TOTAL PROFESSIONAL SERVICES	.00	119,832.43	246,305.00	126,472.57	48.7
<u>WATER ADMINISTRATION</u>					
20-411-12 EMPLOYEE SALARY-ADMINISTRATION	.00	.00	67,195.00	67,195.00	.0
20-411-15 ADMINISTRATION DEPT EMPLOYEES	.00	16,785.33	.00	(16,785.33)	.0
20-411-20 EMPLOYEE BENEFITS	.00	983.01	10,011.00	9,027.99	9.8
20-411-22 FICA & MEDICARE	.00	1,264.81	5,141.00	3,876.19	24.6
20-411-23 457 RETIREMENT	.00	684.53	3,500.00	2,815.47	19.6
20-411-25 UNEMPLOYMENT INSURANCE	.00	26.24	202.00	175.76	13.0
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	.00	19,743.92	89,144.00	69,400.08	22.2
<u>PUBLIC WORKS ADMINISTRATION</u>					
20-430-11 SALARY-PW MAINTENANCE	.00	5,123.15	24,017.00	18,893.85	21.3
20-430-15 EMPL SALARY-PW P/T SEASONAL	.00	.00	7,332.00	7,332.00	.0
20-430-20 EMPLOYEE BENEFITS	.00	1,036.68	4,767.00	3,730.32	21.8
20-430-22 FICA & MEDICARE	.00	349.83	2,398.00	2,048.17	14.6
20-430-23 457 RETIREMENT	.00	153.71	720.00	566.29	21.4
20-430-25 UNEMPLOYMENT INSURANCE	.00	9.12	72.00	62.88	12.7
20-430-26 WORKERS' COMPENSATION	.00	354.75	750.00	395.25	47.3
TOTAL PUBLIC WORKS ADMINISTRATION	.00	7,027.24	40,056.00	33,028.76	17.5
<u>SUPPLIES</u>					
20-431-22 EQUIPMENT REPAIRS AND MAINT	.00	.00	5,000.00	5,000.00	.0
20-431-62 FUEL	.00	492.85	750.00	257.15	65.7
20-431-75 VEHICLE REPAIR	.00	.00	1,500.00	1,500.00	.0
TOTAL SUPPLIES	.00	492.85	7,250.00	6,757.15	6.8

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
20-432-00 LINE MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
20-432-05 UTILITY LOCATE EXPENSE	.00	.00	400.00	400.00	.0
20-432-30 CONTRACT OPERATOR	.00	960.00	6,000.00	5,040.00	16.0
20-432-35 COPIER LEASE	.00	63.60	600.00	536.40	10.6
20-432-37 ANALYTICAL/SAMPLING EXPENSE	.00	2,632.10	13,500.00	10,867.90	19.5
20-432-39 GIS	.00	57.75	1,125.00	1,067.25	5.1
20-432-40 TELEPHONE & INTERNET	.00	324.95	2,000.00	1,675.05	16.3
20-432-41 UTILITIES-ELECTRIC	.00	10,792.51	80,000.00	69,207.49	13.5
20-432-45 UTILITIES-GAS	.00	1,112.76	2,500.00	1,387.24	44.5
20-432-46 CELL PHONE	.00	.00	764.00	764.00	.0
20-432-48 TRASH	.00	.00	100.00	100.00	.0
20-432-49 UTILITIES-PROPANE	.00	2,292.27	7,000.00	4,707.73	32.8
20-432-50 PERMIT FEES	.00	.00	1,500.00	1,500.00	.0
20-432-52 INSURANCE AND BONDS	.00	4,560.39	8,000.00	3,439.61	57.0
20-432-53 BOOSTER STATION MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
20-432-54 WATER MAIN INSTALLATION EXP	.00	1,756.50	2,500.00	743.50	70.3
20-432-55 METER INSTALL EXPENSE	.00	1,027.22	7,800.00	6,772.78	13.2
20-432-56 MAINTENANCE (PLANT) RO	.00	55.40	10,000.00	9,944.60	.6
20-432-57 TREATMENT/OPERATING SUPPLIES	.00	1,502.20	8,000.00	6,497.80	18.8
20-432-59 WATER WELL MAINTENANCE	.00	337.09	1,000.00	662.91	33.7
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	.00	2,500.00	500.00	(2,000.00)	500.0
20-432-75 SYSTEM REPAIR & MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
20-432-85 WATER LEASES	.00	3,049.00	70,000.00	66,951.00	4.4
20-432-87 EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
20-432-99 OTHER MISCELLANEOUS EXPENSE	.00	30.00	1,000.00	970.00	3.0
TOTAL OPERATIONS	.00	33,053.74	243,589.00	210,535.26	13.6
<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	147,000.00	136,777.00	7.0
20-471-12 LEASE/PURCHASE PMT-KAMMERER	.00	14,041.68	42,125.00	28,083.32	33.3
20-471-13 BOTW SINKING FUND PAYMENT	.00	.00	40,000.00	40,000.00	.0
20-471-14 BOTW INTEREST PAYMENT	.00	143,438.72	95,000.00	(48,438.72)	151.0
20-471-50 LOAN ISSUANCE COSTS	.00	.00	18,969.00	18,969.00	.0
TOTAL DEBT SERVICE	.00	167,703.40	388,094.00	220,390.60	43.2
TOTAL FUND EXPENDITURES	.00	347,853.58	1,014,438.00	666,584.42	34.3
NET REVENUE OVER EXPENDITURES	.00	(132,095.93)	(76,138.00)	55,957.93	(173.5)

TOWN OF WIGGINS
BALANCE SHEET
MAY 31, 2023

SEWER ENTERPRISE

ASSETS

30-10250	COLOTRUST FUND	1.07	
30-10251	HIGH PLAINS SEWER ENTPR FUND	35.00	
30-10260	COLOTRUST SEWER PROJECT	1.07	
30-10271	36.77% BOTW DEBT SERVICE	(16,838.38)	
30-10273	2020 BOTW LOAN--SINKING FUND	26,572.02	
30-11500	ACCOUNTS RECEIVABLE	196.14	
	TOTAL ASSETS		9,966.92

LIABILITIES AND EQUITY

LIABILITIES

30-20200	ACCOUNTS PAYABLE	28,318.52	
30-22900	CUSTOMER DEPOSIT LIABILITY	(182.00)	
	TOTAL LIABILITIES		28,136.52

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
30-29001	SUSPENSE	26,572.02	
	REVENUE OVER EXPENDITURES - YTD	(49,847.53)	
	BALANCE - CURRENT DATE	(23,275.51)	
	TOTAL FUND EQUITY		(23,275.51)
	TOTAL LIABILITIES AND EQUITY		4,861.01

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

SEWER ENTERPRISE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>REVENUES</u>					
30-34000	SEWER SALES	.00	108,799.24	420,000.00	311,200.76	25.9
30-34001	CUSTOMER DEPOSITS	.00	.00	150.00	150.00	.0
30-36100	INTEREST EARNED	.00	37.14	.00	(37.14)	.0
	TOTAL FUND REVENUE	.00	108,836.38	420,150.00	311,313.62	25.9

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROFESSIONAL SERVICES</u>					
30-410-13 FINANCIAL AUDIT	.00	.00	5,000.00	5,000.00	.0
30-410-30 LEGAL SERVICE	.00	.00	2,000.00	2,000.00	.0
30-410-32 PROFESSIONAL SERVICES	.00	3,722.48	20,000.00	16,277.52	18.6
30-410-33 POSTAGE	.00	167.60	1,000.00	832.40	16.8
30-410-34 SEWER DEPOSIT REFUND	.00	.00	500.00	500.00	.0
30-410-35 COPIER LEASE	.00	63.60	600.00	536.40	10.6
30-410-40 TRAINING	.00	.00	1,000.00	1,000.00	.0
30-410-44 POSTAGE MACHINE LEASE	.00	61.97	105.00	43.03	59.0
30-410-67 OFFICE SUPPLIES	.00	.00	200.00	200.00	.0
30-410-68 COPIER EXPENSE	.00	70.92	600.00	529.08	11.8
TOTAL PROFESSIONAL SERVICES	.00	4,086.57	31,005.00	26,918.43	13.2
<u>SEWER ADMINISTRATION</u>					
30-411-14 EMPLOYEE SALARIES-ADMIN	.00	.00	67,195.00	67,195.00	.0
30-411-15 ADMINISTRATION DEPT EMPLOYEES	.00	16,785.26	.00 (	16,785.26)	.0
30-411-20 EMPLOYEE BENEFITS	.00	982.98	10,011.00	9,028.02	9.8
30-411-22 FICA & MEDICARE	.00	1,264.77	5,141.00	3,876.23	24.6
30-411-23 457 RETIREMENT	.00	684.53	3,500.00	2,815.47	19.6
30-411-25 UNEMPLOYMENT INSURANCE	.00	26.31	202.00	175.69	13.0
30-411-26 WORKERS' COMPENSATION	.00	.00	175.00	175.00	.0
30-411-70 IT SUPPORT	.00	.00	250.00	250.00	.0
30-411-72 UTILITY SOFTWARE EXPENSE	.00	.00	2,920.00	2,920.00	.0
TOTAL SEWER ADMINISTRATION	.00	19,743.85	89,394.00	69,650.15	22.1
<u>PUBLIC WORKS ADMINISTRATION</u>					
30-430-11 SALARY-PW MAINTENANCE	.00	4,200.05	.00 (	4,200.05)	.0
30-430-12 SALARY-PW MAINTENANCE	.00	923.10	24,017.00	23,093.90	3.8
30-430-13 EMPL SALARY-PW P/T SEASONAL	.00	.00	7,332.00	7,332.00	.0
30-430-20 EMPLOYEE BENEFITS	.00	1,036.68	4,767.00	3,730.32	21.8
30-430-22 FICA & MEDICARE	.00	349.72	2,398.00	2,048.28	14.6
30-430-23 457 RETIREMENT	.00	153.65	720.00	566.35	21.3
30-430-25 UNEMPLOYMENT	.00	9.04	72.00	62.96	12.6
30-430-26 WORKERS' COMPENSATION	.00	215.50	750.00	534.50	28.7
TOTAL PUBLIC WORKS ADMINISTRATION	.00	6,887.74	40,056.00	33,168.26	17.2

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WWTP</u>					
30-431-22 EQUIPMENT MAINTENANCE/REPAIRS	.00	.00	1,500.00	1,500.00	.0
30-431-45 UTILITIES-GAS	.00	.00	400.00	400.00	.0
30-431-48 TRASH	.00	.00	876.00	876.00	.0
30-431-51 WWTP ENGINEERING & CONTINGENCY	.00	.00	7,500.00	7,500.00	.0
30-431-59 ENGINEERING DESIGN	.00	.00	15,000.00	15,000.00	.0
30-431-62 FUEL	.00	492.85	800.00	307.15	61.6
30-431-74 CAPITAL OUTLAY WWTP	.00	.00	25,000.00	25,000.00	.0
30-431-75 VEHICLE REPAIRS	.00	.00	5,000.00	5,000.00	.0
TOTAL WWTP	.00	492.85	56,076.00	55,583.15	.9
<u>OPERATIONS</u>					
30-432-00 LINE MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
30-432-05 UTILITY LOCATE EXPENSE	.00	.00	300.00	300.00	.0
30-432-30 CONTRACT OPERATOR	.00	960.00	6,000.00	5,040.00	16.0
30-432-39 COMPUTER SOFTWARE-GIS	.00	57.75	1,125.00	1,067.25	5.1
30-432-41 UTILITIES-ELECTRIC	.00	3,669.52	28,000.00	24,330.48	13.1
30-432-42 TELEPHONE/INTERNET	.00	238.97	500.00	261.03	47.8
30-432-45 UTILITIES --GAS	.00	653.80	1,200.00	546.20	54.5
30-432-46 CELL PHONE	.00	.00	300.00	300.00	.0
30-432-48 TRASH	.00	400.00	1,200.00	800.00	33.3
30-432-50 PERMIT FEES	.00	1,708.00	3,500.00	1,792.00	48.8
30-432-51 ANALYTICAL/SAMPLING EXPENSE	.00	3,907.40	3,000.00	(907.40)	130.3
30-432-52 INSURANCE AND BONDS	.00	4,560.39	9,000.00	4,439.61	50.7
30-432-53 SEWER CLEANING/VIDEO	.00	.00	5,000.00	5,000.00	.0
30-432-54 INSTALLATION OF LINE EXPENSE	.00	.00	500.00	500.00	.0
30-432-55 GENERAL MAINT CENT LIFT ST	.00	.00	500.00	500.00	.0
30-432-56 GENERAL MAINTENANCE OF PLANT	.00	7,448.69	2,000.00	(5,448.69)	372.4
30-432-57 GENERAL MAINT JOHNSON LT ST	.00	.00	500.00	500.00	.0
30-432-59 ENGINEERING DESIGN	.00	.00	5,000.00	5,000.00	.0
30-432-60 TREATMENT OPERATIONS	.00	5,111.80	7,500.00	2,388.20	68.2
30-432-61 OFFICE SUPPLIES	.00	.00	800.00	800.00	.0
30-432-99 OTHER MISCELLANEOUS EXPENSE	.00	.00	1,000.00	1,000.00	.0
TOTAL OPERATIONS	.00	28,716.32	81,925.00	53,208.68	35.1
<u>DEBT SERVICE</u>					
30-471-13 BOTW SINKING FUND PAYMENT	.00	79,524.97	106,288.00	26,763.03	74.8
30-471-14 BOTW INTEREST PAYMENT	.00	19,231.61	44,124.00	24,892.39	43.6
30-471-50 LOAN ISSUANCE COSTS	.00	.00	11,031.00	11,031.00	.0
TOTAL DEBT SERVICE	.00	98,756.58	161,443.00	62,686.42	61.2
TOTAL FUND EXPENDITURES	.00	158,683.91	459,899.00	301,215.09	34.5

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	.00	(49,847.53)	(39,749.00)	10,098.53	(125.4)

TOWN OF WIGGINS
BALANCE SHEET
MAY 31, 2023

SALES TAX CAPITAL IMPROVEMENT

ASSETS

40-10250	COLOTRUST FUND	1.07	
40-10251	HIGH PLAINS 1% TAX FUND	15.92	
	TOTAL ASSETS		16.99

LIABILITIES AND EQUITY

LIABILITIES

40-20200	ACCOUNTS PAYABLE	(3,610.00)	
	TOTAL LIABILITIES		(3,610.00)

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	75,903.66	
	BALANCE - CURRENT DATE	75,903.66	
	TOTAL FUND EQUITY		75,903.66
	TOTAL LIABILITIES AND EQUITY		72,293.66

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

SALES TAX CAPITAL IMPROVEMENT

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>REVENUES</u>					
40-31300	1% TOWN SALES TAX	.00	80,957.92	300,000.00	219,042.08	27.0
40-36100	INTEREST EARNED	.00	16.99	5.00	(11.99)	339.8
	TOTAL FUND REVENUE	.00	80,974.91	300,005.00	219,030.09	27.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

SALES TAX CAPITAL IMPROVEMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL PROJECTS</u>					
40-430-00 CIP - SEWER REPLACE BNSF	.00	4,368.75	.00	(4,368.75)	.0
40-430-05 CIP-NORTH STORM DETENTION	.00	.00	75,000.00	75,000.00	.0
40-430-10 CIP-MAIN STREET C&G 3RD TO 5TH	.00	702.50	.00	(702.50)	.0
40-430-16 CIP-TOWN HALL DIGITAL SIGN	.00	.00	50,000.00	50,000.00	.0
40-430-17 CIP-TH/PW EXT IMP	.00	.00	10,000.00	10,000.00	.0
40-430-18 CIP-NON POT WATER MAIN	.00	.00	100,000.00	100,000.00	.0
40-430-19 CIP-CR P CROSSING SIGNAL	.00	.00	10,000.00	10,000.00	.0
TOTAL CAPITAL PROJECTS	.00	5,071.25	245,000.00	239,928.75	2.1
TOTAL FUND EXPENDITURES	.00	5,071.25	245,000.00	239,928.75	2.1
NET REVENUE OVER EXPENDITURES	.00	75,903.66	55,005.00	(20,898.66)	138.0

TOWN OF WIGGINS
BALANCE SHEET
MAY 31, 2023

FUND 45

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

REVENUE OVER EXPENDITURES - YTD (1,300.00)

BALANCE - CURRENT DATE (1,300.00)

TOTAL FUND EQUITY (1,300.00)

TOTAL LIABILITIES AND EQUITY (1,300.00)

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

		FUND 45				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>						
45-31300	1% TOWN SALES TAX (2022)	.00	.00	300,000.00	300,000.00	.0
45-36100	INTEREST EARNED	.00	.00	5.00	5.00	.0
TOTAL FUND REVENUE		.00	.00	300,005.00	300,005.00	.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

		FUND 45				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
45-430-10	CIP-MAIN STREET C&G 3RD TO 5TH	.00	.00	100,000.00	100,000.00	.0
	TOTAL DEPARTMENT 430	.00	.00	100,000.00	100,000.00	.0
<u>DEPARTMENT 431</u>						
45-431-22	REPAIRS & MAINTENANCE-STREETS	.00	1,300.00	25,000.00	23,700.00	5.2
	TOTAL DEPARTMENT 431	.00	1,300.00	25,000.00	23,700.00	5.2
	TOTAL FUND EXPENDITURES	.00	1,300.00	125,000.00	123,700.00	1.0
	NET REVENUE OVER EXPENDITURES	.00	(1,300.00)	175,005.00	176,305.00	(.7)

TOWN OF WIGGINS
BALANCE SHEET
MAY 31, 2023

CONSERVATION TRUST

ASSETS

50-10250	COLOTRUST FUND	1.76	
50-10251	HIGH PLAINS CNSRVTN TRST FUND	7.83	
	TOTAL ASSETS		9.59

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	1,090.84		
BALANCE - CURRENT DATE		1,090.84	
TOTAL FUND EQUITY			1,090.84
TOTAL LIABILITIES AND EQUITY			1,090.84

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

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	6,486.25	13,000.00	6,513.75	49.9
50-36100	INTEREST EARNED	.00	9.59	10.00	.41	95.9
	TOTAL FUND REVENUE	.00	6,495.84	13,010.00	6,514.16	49.9

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2023

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 430</u>					
50-430-15 CAPITAL OUTLAY--K PARK ELEC	.00	5,405.00	10,000.00	4,595.00	54.1
TOTAL DEPARTMENT 430	.00	5,405.00	10,000.00	4,595.00	54.1
<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	5,405.00	12,500.00	7,095.00	43.2
NET REVENUE OVER EXPENDITURES	.00	1,090.84	510.00	(580.84)	213.9



OFFICIAL PROCLAMATION

- WHEREAS** in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*
- WHEREAS** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*
- WHEREAS** Arbor Day is now observed throughout the nation and the world, *and*
- WHEREAS** trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*
- WHEREAS** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*
- WHEREAS** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*
- WHEREAS** trees — wherever they are planted — are a source of joy and spiritual renewal.
- NOW, THEREFORE** I Chris Franzen, Mayor of the Town of Wiggins, Colorado, do hereby proclaim April 29, 2023 as ARBOR DAY in the Town of Wiggins, Colorado, and I urge all citizens to celebrate 151 years of Arbor Day and to support efforts to protect our trees and woodlands, *and*
- FURTHER,** I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 26th, DAY OF APRIL, 2023.

Mayor, Town of Wiggins: _____



STAFF SUMMARY

Board of Trustees Meeting April 26, 2023

DATE: April 21, 2023

AGEND ITEM NUMBER: 6

TOPIC: Public Hearing and Consideration of a Special Review Use Recreation for Vehicle Storage in the Commercial Zone District

STAFF MEMBER RESPONSIBLE: Hope Becker, Planning & Zoning Administrator

BACKGROUND:

Brady Powers and Robin Sewing have submitted a Special Review Use application for development of a recreational vehicle and boat storage yard located in lot 1 of the Thomas Minor Subdivision.

Lot 1 of the Thomas Minor subdivision consists of vacant land located behind Gateway Realty on Central Avenue and behind Steffen Automotive on North Main Street. The primary entrance to access this lot will be from North Main Street. The applicants' goal is to clean up the area of all trash, junk, and debris with the desire to develop this lot into storage for RV's, campers, boats, and other recreational vehicles.



COMPREHENSIVE PLAN:

The Comprehensive Plan is predominantly used as a tool providing guidance for Boards and Staff in land use application hearings. It does state an objective of the Town should be to "maintain or improve the current level of services." (page IV-19) Although a Recreational

Vehicle Storage service will not bring additional sale tax revenue to the Town, it will provide a place of storage for recreational vehicles that Wiggins Community members may not otherwise have available at their private residences.

LAND DEVELOPMENT CODE (LDC):

Zoning –Thomas Minor Subdivision is zoned Commercial District.

Section 2.10.C.1 – Special Review uses allowed in the Business District in Section 3.7.4 with exception of multi-family and single-family dwellings are allowed.

- A.** Section 2.09.C.16 (Business District Special Review) allows “recreational vehicle storage yards” by special review.

Thomas Minor Subdivision is zoned Commercial District. Recreational Vehicle Storage Yards are listed as a Special Review Use in the Business District. The LDC indicates that Special Review uses allowed in the Business District may also be used in the Commercial District as a Special Review Use.

Section 3.02 Commercial and Industrial Use Performance Standards

The Thomas Minor Subdivisions are located in the Commercial District Zone; therefore, the Board of Trustees need to take into consideration if the proposed development will cause an increase in glare and heat, vibration, lights, smoke, odors, noise, and fugitive dust.

The Thomas Minor Subdivision is located near the edge of Town limits. Interstate 76 is directly north of the property, the Town’s sewer plant is directly west of the property, and open space to the north of the property. There is a residential single-family home to the southwest of the lot in special review and a couple of businesses to the south.

Appendix 11 – Sign Permit Submission Requirements and Standards

The applicant may place signage along North Main Street and possibly one sign on Central Avenue near their fabrication shop. All signs would be required to follow the requirements and standards for signage as indicated in the LDC.

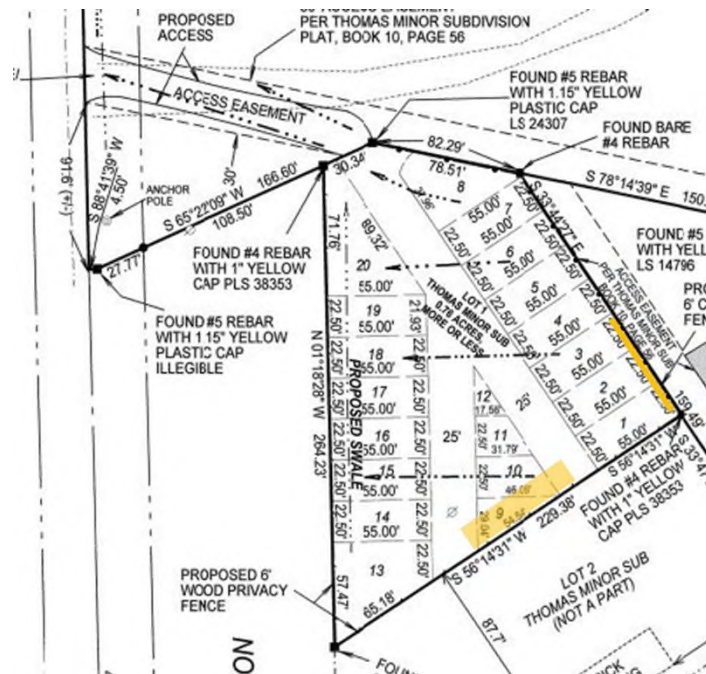
STAFF ANALYSIS:

The Special Review Use application area, highlighted in blue, would be a fenced in area developed for a recreational vehicle/boat storage yard. The lot will remain in its natural vegetative state and will be groomed to remain in compliance with Health and Safety standards for weed control. The applicants have an active fence permit to install a 6’ privacy fence with one primary entrance/exit located on the north west side of the property allowing customers to use the public easement access entry from North Main Street. There will also be an emergency exit



established on the east side of the lot; providing accessibility to emergency personnell from the access easement off of Central Avenue.

Fire Department Review: Fire Chief John Pachek voiced concerns regarding the continued use of natural vegetation verses hardsurfacing the lot with crushed concrete or asphalt. However, Fire Chief Pachek also stated that natural vegetation would not prevent the Fire Department from responding to emergency calls to this lot. He encouraged that natural vegetation is kept short and trimmed to help prevent health and safety concerns as per the Town's Health and Safety Ordiannce. Chief Pachek also stated concerns regarding parking spaces on the east side of the lot, identified on the site plan in yellow, potentially blocking the required secondary emergency exit. The yellow area identified on the map below is the general area the Fire Chief indicated a 10' emergency exit would need to be constructed. Also in yellow are lots the south side that block direct access to the west driving lane in the RV storage yard. A 10' wide, secondary emergency exit gate located off the Central Avenue access easement must be provided and shown on the site plan. Fire Department comments also state there needs to be a emergency drive lane created on the south side of the property (adjacent to Gateway Realty's rear property line) to allow emergency vehicles access to the west drive lane from the emergency access off of Central Avenue. The applicant will need to work with Fire Chief Pachek to determine the acceptable width for the emergency lane. The amended site plan will be also be reviewed by Fire Chief Pachek.



It was determined that fire hydrants near the subject property are within the distance required to service the property if in the event there was a fire or need for emergency water to the lot. The Land Development Code does not have a requirement for Knox Boxes and fire codes do not require a Knox Box for this type of commercial use. Fire Chief Pachek stated that a Knox Box is

the quickest and preferred method of emergency access for the fire department; however, it is requested that key codes and/or keys are shared with the fire department if a different form of security is implemented. Comments provided by Chief Pachek are attached to the Resolution as Exhibit A.

Town Engineer Review: Town Engineer, David Hach, responded with comments indicating that as long as the historical, physical characteristics of the land does not change then there would be no need to request and review a grading plan. However, a grading plan and permit would be required if the applicant should choose to hard surface the lot in the future as this would change the historical stormwater flows of the lot.

Town Attorney Review: The Town Attorney, Melinda Culley, responded with comments that provide changes that need to be made to the site plan for recording purposes. The changes included adding signature blocks for the purpose of recording and adding a title to the site plan to identify the project. These changes are included to the resolution as conditions of approval of the special review. Comments provided by the Town Attorney are attached to the Resolution as Exhibit B.

The approved special review use will be recorded with the Morgan County Clerk and Recorder. In addition, the owners of the Recreation Vehicle Storage Yard will be required to apply for a Business License which will also help staff keep track of ownership changes.

SUMMARY:

The Planning and Zoning Commission held a public hearing on March 14, 2023 and passed a Resolution recommending approval with conditions to the Board of Trustees.

The site plan will need to be amended to reflect accurate information as it was approved by the Planning and Zoning Commission and the Board of Trustees. These amendments include the comments that have been presented by the Fire Chief and the Town Attorney. Their comments are attached to the Resolution as Exhibits A and B.

The recorded plats for the Walton and Thomas Minor Subdivisions indicate that the access easements are public access easements. A condition of the resolution approval state that both access easements must remain open and clear of obstructions and fences unless the access easements are vacated by the Board of Trustees in the future.

Renting space in the storage yard to community members for recreational vehicles and boats will require the applicants to apply for a business license with the Town. The applicant will be required to obtain a business license each calendar as per the Town's Business License Ordinance.

FISCAL IMPACT:

Approving this Resolution has no negative impact on the Town's adopted budget.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

Approving this special review application will provide Wiggins community members an alternative place to store recreational vehicles and boats close to their homes.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

- The Board of Trustees may approve the Resolution staff has provided for their consideration.
- The Board of Trustees may approve the Resolution with additional conditions.
- The Board of Trustees may continue the public hearing to the next Board of Trustee meeting and request that staff or the applicant provide additional information to be brought forth.

MOTION FOR APPROVAL:

I make the motion to adopt Resolution 20-2023 – A Resolution Approving a Special Review Use for Cow Tipping, LLC for a Recreational Vehicle and Boat Storage Yard Located in Lot 1 of the Thomas Minor Subdivision

ACTION REQUIRED:

Motion, Second, Roll-Call, Vote.

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

**TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 20-2023**

**A RESOLUTION APPROVING A SPECIAL REVIEW USE FOR COW TIPPING, LLC
FOR A RECREATIONAL VEHICLE AND BOAT STORAGE YARD LOCATED IN
LOT 1 OF THE THOMAS MINOR SUBDIVISION**

WHEREAS, there has been submitted to the Board of Trustees of the Town of Wiggins a request for approval of Special Review Use for Cow Tipping, LLC for a Recreational Vehicle and Boat Storage Yard in Lot 1 of the Thomas Minor Subdivision; and,

WHEREAS, all materials related to the proposed special review use have been reviewed by the Town Staff and the Wiggins Planning and Zoning Commission and found with conditions to be in compliance with the Town of Wiggins subdivision and zoning ordinances and related Town ordinances, regulations, and policies; and

WHEREAS, the Wiggins Planning Commission has held a properly noticed public hearing on the application, and has forwarded to the Board of Trustees a recommendation of approval with conditions; and

WHEREAS, the Board of Trustees has reviewed the criteria for special review uses set forth in the Town's Land Development Code, and finds that with conditions:

- a. The proposed use is in harmony and compatible with the character of the surrounding neighborhood;
- b. The proposed use is consistent with the Town's comprehensive plan;
- c. The proposed will not have a material adverse effect on Town capital improvement programs;
- d. The proposed use will not result in an over-intensive use of the land;
- e. The proposed use will not result in undue traffic congestion or hazards;
- f. The proposed use will not cause significant air, water or noise pollution;
- g. The proposed use will not require a level of community facilities and services greater than that available; and
- h. The proposed use shall not be detrimental to the health, safety or welfare of current or future inhabitants of the Town; and

WHEREAS, the Board of Trustees has duly considered the proposed special review use and has held a properly noticed public hearing on the application; and

WHEREAS, the Board of Trustees finds that the proposed special review use should be approved, subject to certain conditions.

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

Section 1. The Board of Trustees hereby approves a special review use application for Cow Tipping, LLC for a recreational vehicle and boat storage yard in Lot 1 of the Thomas Minor Subdivision, subject to the following conditions:

1. The site plan shall be amended to address the Wiggins Rural Fire District's comments regarding the addition of an emergency exit with access from the Central Avenue access easement and an additional access lane on the south side of the property to access the west drive lane from the emergency access from Central Avenue access easement.

2. The access easements located off of Central Avenue and North Main Street must remain open and clear of obstructions and fences unless vacated by the Board of Trustees in the future.

3. Site plan shall be amended to address the Town Attorney's comments (exhibit A) regarding the signature blocks and to address the Fire Chief's comments (exhibit B) prior to recording. Site plan shall be submitted in pdf format to the Planning and Zoning Department.

The approved special review use will be recorded with the Morgan County Clerk and Recorder's office by the Town for the purpose of creating a land use record for future owners after the amendments are approved by Town Staff.

4. Development of the Recreational Vehicle and boat storage yard shall not commence until the site plan amendments have been approved by Town Staff and recorded with Morgan County Clerk and Recorder.

5. The applicant will be required to obtain a business license, as per the business license ordinance, prior to the storage of recreational vehicles and boats.

INTRODUCED, RECOMMENDED, AND RESOLVED THIS 26TH DAY OF APRIL 2023.

TOWN OF WIGGINS, COLORADO

Christopher Franzen, Mayor

ATTEST:

Tom Acre, Interim Town Clerk

SITE PLAN

LOT 1 OF WIGGINS -WALTON MINOR SUBDIVISION - CORRECTED PLAT AND LOTS 1 AND 3, THOMAS MINOR SUBDIVISION, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 60 WEST OF THE 6TH P.M., COUNTY OF MORGAN, STATE OF COLORADO

LEGAL DESCRIPTION

(PROVIDED BY EQUITY TITLE ASSOCIATES II, LLC TITLE COMMITMENT FILE NO. 56848, DATED APRIL 1, 2022)

LOT 1 OF WIGGINS-WALTON MINOR SUBDIVISION, ACCORDING TO THE CORRECTED PLAT THEREOF, COUNTY OF MORGAN, STATE OF COLORADO.

AND

LOTS 1 AND 3 OF THOMAS MINOR SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, COUNTY OF MORGAN, STATE OF COLORADO.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 9.99 ACRES, MORE OR LESS AND IS SUBJECT TO RECORDED EASEMENTS AND RIGHTS OF WAY.

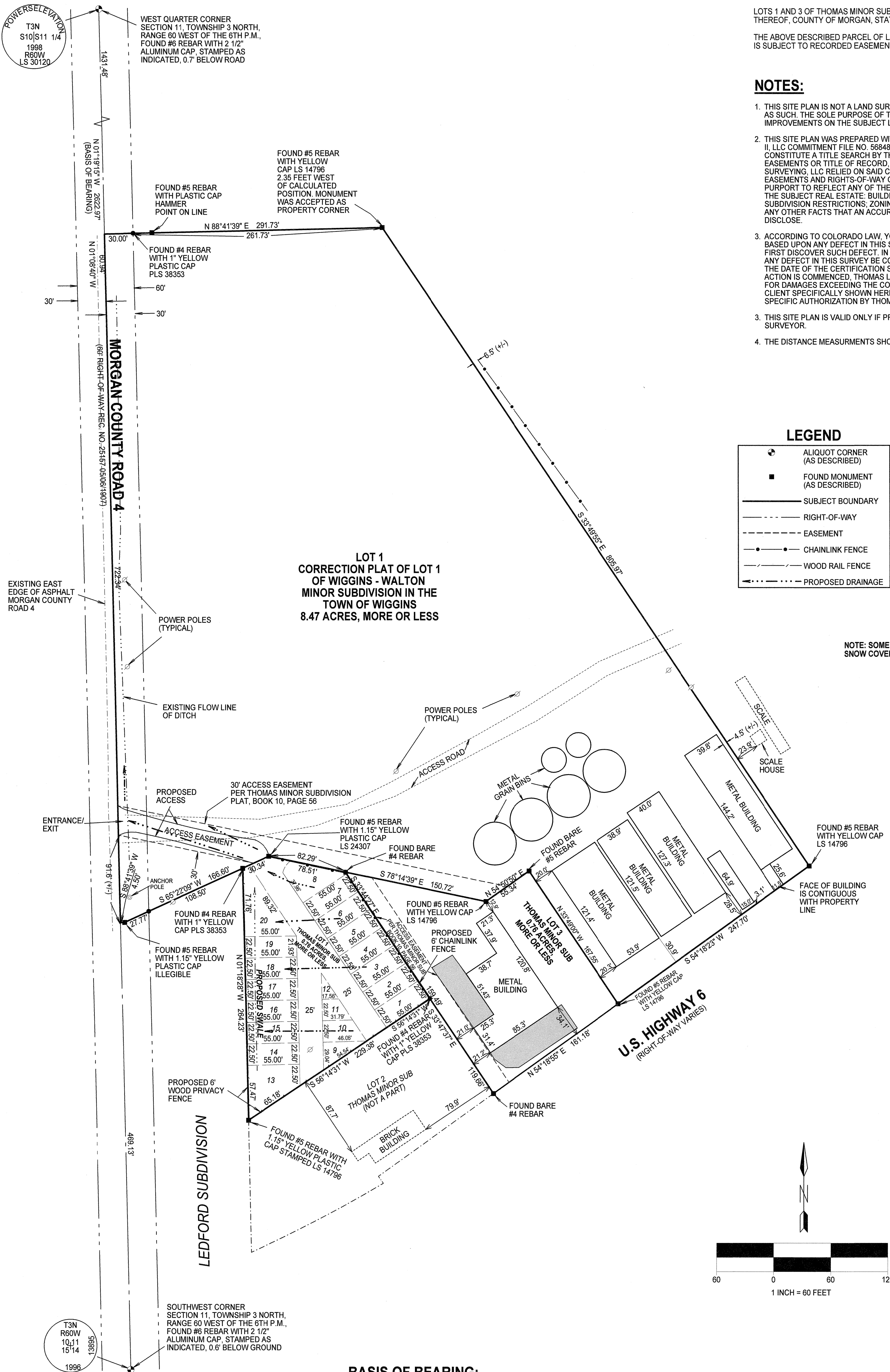
NOTES:

- THIS SITE PLAN IS NOT A LAND SURVEY PLAT AND SHOULD NOT BE CONSTRUED AS SUCH. THE SOLE PURPOSE OF THIS SITE PLAN IS TO SHOW EXISTING IMPROVEMENTS ON THE SUBJECT LOTS.
- THIS SITE PLAN WAS PREPARED WITH THE BENEFIT OF EQUITY TITLE ASSOCIATES II, LLC COMMITMENT FILE NO. 56848, DATED APRIL 1, 2022 AND DOES NOT CONSTITUTE A TITLE SEARCH BY THOMAS LAND SURVEYING, LLC. TO DETERMINE EASEMENTS OR TITLE OF RECORD, AT CLIENTS REQUEST, THOMAS LAND SURVEYING, LLC RELIED ON SAID COMMITMENT, EXCLUSIVELY. FOR ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD, THIS SITE PLAN DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS; AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SITE PLAN WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. IN THE EVENT LEGAL ACTION IS COMMENCED, THOMAS LAND SURVEYING, LLC WILL NOT BE LIABLE FOR DAMAGES EXCEEDING THE COST OF THIS SURVEY AND THEN ONLY TO THE CLIENT SPECIFICALLY SHOWN HEREON OR TO ANY PERSON, OR ENTITY, GIVEN SPECIFIC AUTHORIZATION BY THOMAS LAND SURVEYING, LLC.
- THIS SITE PLAN IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
- THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.

LEGEND

	ALIQUOT CORNER (AS DESCRIBED)
	FOUND MONUMENT (AS DESCRIBED)
	SUBJECT BOUNDARY
	RIGHT-OF-WAY
	EASEMENT
	CHAINLINK FENCE
	WOOD RAIL FENCE
	PROPOSED DRAINAGE

NOTE: SOME CONCRETE IS NOT DEPICTED DUE TO SNOW COVER AT THE TIME OF FIELDWORK.



BASIS OF BEARING:

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 60 WEST OF THE 6TH P.M., IS ASSUMED TO BEAR NORTH 01°19'15" WEST AND IS MONUMENTED AS INDICATED.

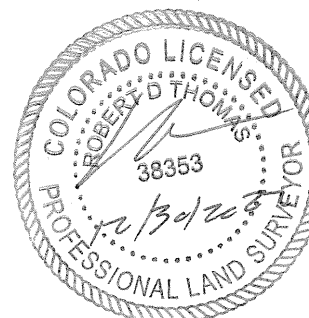
SURVEYOR'S CERTIFICATE

I, ROBERT D. THOMAS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY TO BRADY AND ROBIN SEWING THAT THIS SITE PLAN WAS PREPARED BY ME, OR UNDER MY PERSONAL SUPERVISION, AND THAT THIS SITE PLAN IS AN ACCURATE REPRESENTATION THEREOF, BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED.

ROBERT D. THOMAS
COLORADO PROFESSIONAL LAND SURVEYOR #38353
ON BEHALF OF THOMAS LAND SURVEYING, LLC

DATE

12/13/2022





Wiggins Rural Fire Protection District Wiggins, Colorado

Goodrich Station
24150 2nd Street
Orchard, CO 80649
970-645-1000

Wiggins Station
701 Central Avenue
Wiggins, CO 80654
970-483-6666

Hoyt Station
4929 MCR 5
Wiggins, CO 80654
970-483-5555

To whom it may concern,

In regards to the Branned Boat/RV Storage items the Wiggins Rural Fire Protection District would like to see:

1. An emergency access point will need to be created to allow emergency vehicles into the lot from the road access. Preferably, the southeast corner of the lot- opposite the main entrance. Emergency access must be a minimum of 10' wide.
2. A lane will need to be created on the south side of the lot allowing emergency vehicles to get to the west end of the lot.
3. A Knox Box would be preferable as all the Knox Box keys are the same in our district, allowing each emergency vehicle the ability to enter premises through the main gate. Number codes/keys can get changed without any notice/updates to Wiggins Rural Fire Protection District.

PER THOMAS MINOR SUBDIVISION
PLAT, BOOK 10, PAGE 56

FOUND #5 REBAR
WITH 1.15" YELLOW
PLASTIC CAP
LS 24307 FOUND

FOUND BARE
#4 REBAR

ACCESS EASEMENT

ANCHOR
POLE

FOUND #4 REBAR
WITH 1" YELLOW
CAP PLS 38353

FOUND #5 REBAR
WITH 1 15" YELLOW
PLASTIC CAP
ILLEGIBLE

FOUND #5 P
WITH YELL
LS 14796

PRO
6' CH
FEN

LOT 1
THOMAS MINOR SUB
0.76 ACRES
MORE OR LESS

PROPOSED SWALE

PROPOSED 6"
WOOD PRIVACY
FENCE

FOUND #4 REBAR
WITH 1" YELLOW
CAP PLS 38353

LOT 2
THOMAS MINOR SUB
(NOT A PART)

0053

NO

EXHIBIT B



Melinda A. Culley

(303) 298-1601 tel

(303) 298-1627 fax

melinda@kellypc.com

MEMORANDUM

TO: Hope Becker, Planning and Zoning Administrator
Town of Wiggins

FROM: Melinda A. Culley /s/

DATE: January 12, 2023

RE: RV Storage

I reviewed the site plan for the RV storage area and have the following comments:

1. Provide a current title commitment/report for the property so that ownership can be confirmed.
2. Add a title to the document that identifies the name of the project.
3. You may want to require a separate sheet specific to the lot being developed that shows more site details.
4. If landscaping will be provided, add to the plans. Consider adding an example of the fencing that will be installed.
5. Identify the surfacing material of the access drives and parking area.
6. Add the following signature blocks:

OWNERSHIP

We the undersigned, being Owner(s) of the land herein described located in the Town of Wiggins, County of Morgan, State of Colorado, hereby submit these plans and agree to perform under the terms noted hereon.

OWNER:

By: _____

Its: _____

STATE OF COLORADO)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__.

Witness my hand and official seal.

Notary Public

My Commission expires

TOWN APPROVAL BLOCK

This is to certify that the Site Plan for _____ were approved on this _____ day of _____, 2016.

Town Administrator

ATTEST: _____
Town Clerk

CLERK AND RECORDER'S CERTIFICATE

I hereby certify that this instrument was filed in my office at _____ o'clock ____m., this _____ day of , 20__, and is recorded under Reception No. _____,

Clerk and Recorder

Deputy



Town of Wiggins
Planning & Zoning Department
 304 E Central Avenue * Wiggins, CO 80654
 Phone: (970) 483-6161 * Fax: (970) 483-7364
<http://townofwiggins.colorado.gov>

LAND USE APPLICATION

Please fill form out completely. Incomplete applications will not be processed.

STAFF USE ONLY		
FILE NAME: Cow Tipping, LLC-Recreational Vehicle Storage		
FILE NO:	DATE SUBMITTED: Amended 03/08/2023	FEES PAID: \$250.00 paid hb

Project Name: Brannd Recreational Storage

Project Physical Address (if applicable):

Project Description: Lot 1 Thomas Sub .76 acres+/- will become boat storage with 6' privacy fence along neighbors remaining fence will be 6' chain link. Entering off of Main through an automatic gate. No change to the existing surface.

Legal Description: (Attach legal description if Metes & Bounds)

Subdivision Name: (If applicable) Thomas Minor Sub Lot 1

Filing No. _____ **Lot No.** _____ **Block No.** _____ **Section** _____ **Township** _____ **Range** _____

PROPERTY OWNER (Attach separate sheets if multiple)	AUTHORIZED REPRESENTATIVE
Name/Company: Cow Tipping LLC.	Company/Firm:
Contact Person: Brady Powers, Robon Sewing	Contact Person:
Address: 10756 CR 20	Address:
City/State/Zip: Ft. Lupton, CO 80621	City/State/Zip:
Phone: 970-581-9909	Phone:
Email: branndcattleco@gmail.com	Email:
MINERAL RIGHTS OWNER (Attach separate sheets if multiple)	MINERAL LEASE OWNER (Attach separate sheets if multiple)
Name/Company:	Name/Company:
Address:	Address:
City/State/Zip:	City/State/Zip:
LAND-USE & SUMMARY INFORMATION	
Present Zoning: Commercial	Gross Site Density (du/ac):
Proposed Zoning: Commercial	# Lots/Units Proposed:
Gross Acreage: .76+/-	

SERVICE PROVIDERS	
Electric: Morgan County REA	Gas: XCEL
Special District:	Fire District: Wiggins
Water: (If other than Town)	Sewer: (If other than Town)

DEVELOPMENT REVIEW FEES	
ANNEXATION	
<input type="checkbox"/> Annexation	\$3,500.00
<input type="checkbox"/> Disconnection	\$500.00

MAJOR SUBDIVISION		ZONING / REZONING / SPECIAL REVIEW	
<input type="checkbox"/> Preliminary Development Plan	\$3,500.00	<input type="checkbox"/> Rezoning	\$3,500.00
<input type="checkbox"/> Final Development Plan (Res)	\$3,000.00	<input checked="" type="checkbox"/> Special Use	\$250.00
<input type="checkbox"/> Final Development Plan (Comm)	\$4,000.00	<input type="checkbox"/> Conditional Use	\$250.00

MINOR SUBDIVISION		SITE SPECIFIC (COMMERCIAL)	
<input type="checkbox"/> Minor Subdivision	\$2,500.00	<input type="checkbox"/> Commercial Infill Final Dev Plan	\$3,500.00

VARIANCE		VACATION		BOUNDARY LINE / LOT MERGERS	
<input type="checkbox"/> Residential		<input type="checkbox"/> Vacation of	\$1,000.00	<input type="checkbox"/> Boundary Line Adj / Lot Merger	\$350.00
<input type="checkbox"/> Commercial					

The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understands that the application must be found to be complete by the Town of Wiggins before the request can officially be accepted and the development review process initiated. The undersigned is aware that the applicant is fully responsible for all reasonable costs associated with the review of the application/request being made to the Town of Wiggins. By this acknowledgement, the undersigned hereby certify that the above information is true and correct.

Property Owner Signature: [Signature] Date: 3-8-2023

Property Owner Signature: [Signature] Date: 3-8-2023

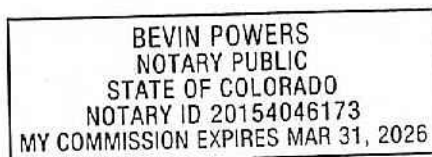
STATE OF COLORADO)
) ss.
County of Larimer)

The foregoing instrument was acknowledged before me this 8th day of March, 2023.

By Be Powers

My commission expires: March 31, 2026

Witness my hand and official seal.



Notary Public



MINUTES OF MEETING

TOWN OF WIGGINS PLANNING AND ZONING COMMISSION March 14, 2023 at 7:00 p.m.

CALL TO ORDER & ROLL CALL:

A meeting of the Planning and Zoning Commission for the Town of Wiggins, Colorado was held on Tuesday, March 14, 2023 in person. The meeting was called to order at 7:03 p.m. by Chairman Jeff Palmer. The following Commissioners answered roll call: Stan Baumgartner, Dan Ronning and Jim Musgrave. Absent: Commissioner Jerry Avey. Staff present was Planning and Zoning Administrator, Hope Becker.

APPROVAL OF AGENDA:

Motion was made by Commissioner Stan Baumgartner to approve the agenda as written. Second was made by Commissioner Jim Musgrave. Roll Call: Unanimously approved.

APPROVAL OF MINUTES:

Motion was made by Commissioner Jim Musgrave to approve the minutes from February 14, 2022. Second was made by Commissioner Dan Ronning. Roll Call: Unanimously approved.

PUBLIC HEARING:

1. PUBLIC HEARING - CONSIDERATION OF A SPECIAL REVIEW USE COW TIPPING, LLC

The Public Hearing was opened at 7:06 pm by Chairman Jeff Palmer.

Planning and Zoning Administrator confirmed that proper notification was posted. Chairman Jeff Palmer asked the Commissioners if they had any disclosures. There were no disclosures voiced.

Planning and Zoning Administrator, Hope Becker provided the staff report and information to the Commissioners regarding the application for Special Review Use application submitted by Cow Tipping, LLC for a recreational vehicle storage yard located on lot 1 of the Thomas Minor Subdivision.

Hope explained that all departments reviewed the application. Chief John Pachek of the Wiggins Rural Fire District documented concerns regarding the use of natural vegetation verses hard surfacing the lot. However, the use of natural vegetation would not prevent the fire district from responding to an emergency at that location. Chief Pachek's comments also include the request for the applicant to amend the site plan to indicate a secondary emergency access that should be a minimum of 10' wide and located on the Central Avenue Access

Easement to provide an emergency access to the lot from the east side of the property. Chief Pachek's comments and concerns were attached to the Planning and Zoning Commission's board packet.

Hope indicated that the Town Engineer stated that if the lot was not changing any historic, physical characteristics of the lot then a grading plan was not necessary. If the applicant decides to hard surface the lot then a grading plan may be required to determine historical stormwater flows.

The Town Attorney provided comments regarding changes that need to take place to the site plan for recording purposes with Morgan County Clerk and Recorder. These changes were signature blocks that need to be added to the site plan. The Town Attorney's comments were also included with the Planning and Zoning Commissioners' board packet.

Hope reviewed the conditions of approval that were included as part of the resolution. The conditions pertained to the comments from the Fire Chief and the Town Attorney to amend the site plan prior to recording. Hope also pointed out that a condition of approval would be to keep the Central Avenue and N Main Street access easement free and clear of all obstructions.

The applicant was invited to present to the Planning and Zoning Commission. Brady Powers represented Cow Tipping, LLC. He provided details about the fences planned around the property and described the type of gate they were thinking about.

The Public Comment was opened at 7:21 pm. No comment from the Board Room or the Zoom audience was made. The Public Comment section of the hearing was closed at 7:21 pm.

The Public Hearing closed at 7:23 p.m.

The Planning and Zoning Commission discussed the application. Hope brought up to the commissioners that the applicant brought up fences to close off the N Main Street access easement. Hope reminded the Planning and Zoning Commission that the access easements must remain open unless the Board of Trustees chose to vacate the easements. Until such a vacation was approved by the Board of Trustees, both the Central Avenue and the N Main Street access easements would remain free and clear of any and all types of obstruction. The applicant asked if they would be allowed to have a gate at the lot itself and Hope confirmed that they could. The applicant asked if they could put a gate at the eastern edge of the property to keep traffic from coming down off of CHS/Rudy's Tires property. Hope indicated that she had a conversation with the owner of Rudy's, Terry Rutenbeck, and that he was also considering a gate or signage to prevent campers from using their property as an exit. She suggested that the applicant may want to contact Terry to work out an agreement.

The Planning and Zoning Commission had no further comments or questions.

CONSIDERATION OF PLANNING AND ZONING RESOLUTION 01-2023: A Resolution Recommending Approval of a Special Review Use for Cow Tipping, LLC for a Recreational Vehicle Storage Yard Located in Lot 1 of the Thomas Minor Subdivision
Motion was made by Commissioner Dan Ronning to adopt P&Z Resolution 01-2023 – A Resolution Recommending Approval of a Special Review Use for Cow Tipping, LLC for a Recreational Vehicle Storage Yard Located in Lot 1 of the Thomas Minor Subdivision. Seconded by Commissioner Jim Musgrave. Roll Call: Unanimously approved.

2. PUBLIC HEARING - CONSIDERATION OF PZ RESOLUTION 02-2023

This resolution is recommending approval to the Board of Trustees for an emergency temporary moratorium on the issuance of building permit, special review use, or business licenses to, or receipt of any Land Use Applications from, any property owners or applicants the purpose of which includes developments, construction, or operation of a RV Park or Campground within the Town of Wiggins. The Planning and Zoning Commissioners have been working on the creation of guidelines and requirements for a RV Park Zone District concept to be added to the Wiggins Land Development Code. Although these guidelines are close to completion, the Planning and Zoning Commission desire to wait for the results of the upcoming Comprehensive Plan to determine where such zone should be placed on the Wiggins Zoning map. Placing a temporary moratorium allows for the Planning and Zoning Commission, the Board of Trustees, and Staff a small reprieve from applications and hearings until the Comprehensive Study can be completed and the Land Development Code can be amended.

CONSIDERATION OF PLANNING AND ZONING RESOLUTION 02-2023: A Resolution Recommending Approval of an Emergency Ordinance Imposing a Temporary Moratorium on the Issuance of a Building Permit, Special Review Use, or Business License to, or Receipt of any Land Use Application from, any Property Owner or Applicant the Purpose of Which Includes Development, Construction, or Operation of a RV Park or Campground.
Motion was made by Commissioner Jim Musgrave to adopt P&Z Resolution 02-2023 – A Resolution Recommending Approval of an Emergency Ordinance Imposing a Temporary Moratorium on the Issuance of a Building Permit, Special Review Use, or Business License to, or Receipt of any Land Use Application from, any Property Owner or Applicant the Purpose of Which Includes Development, Construction, or Operation of a RV Park or Campground. Seconded by Commissioner Dan Ronning. Roll Call: Unanimously approved.

ADJOURNMENT:

Chairman Jeff Palmer, upon receiving no further comments or concerns from the Commissioners, adjourned the meeting at 7:40 pm.

Respectfully submitted:

Tom Acre, Interim Town Clerk

**TOWN OF WIGGINS
P&Z RESOLUTION NO. 01-2023**

**A RESOLUTION RECOMMENDING APPROVAL OF A SPECIAL REVIEW USE FOR COW TIPPING,
LLC FOR A RECREATIONAL VEHICLE STORAGE YARD LOCATED IN LOT 1 OF THE THOMAS
MINOR SUBDIVISION**

WHEREAS, there has been submitted to the Planning and Zoning Commission of the Town of Wiggins an application for a Recreational Vehicle Storage Yard in Lot 1 of the Thomas Minor Subdivision; and,

WHEREAS, the Planning Commission has reviewed the criteria for special review uses set forth in the Town's Land Development Code, and finds that with conditions:

- a. The proposed use is in harmony and compatible with the character of the surrounding neighborhood;
- b. The proposed use is consistent with the Town's comprehensive plan;
- c. The proposed will not have a material adverse effect on Town capital improvement programs;
- d. The proposed use will not result in an over-intensive use of the land;
- e. The proposed use will not result in undue traffic congestion or hazards;
- f. The proposed use will not cause significant air, water or noise pollution;
- g. The proposed use will not require a level of community facilities and services greater than that available; and
- h. The proposed use shall not be detrimental to the health, safety or welfare of current or future inhabitants of the Town; and

WHEREAS, all materials related to this application have been reviewed by Town Staff and found to be in compliance with the Town of Wiggins Land Development Code, and related Town ordinances, regulations, and policies; and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Wiggins Planning and Zoning Commission finds that the proposed special review use should be approved subject to certain conditions.

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF
THE TOWN OF WIGGINS, COLORADO, AS FOLLOWS:**

Section 1. The Planning and Zoning Commission hereby recommends approval for a special review use for Cow Tipping, LLC for a recreational vehicle storage yard in Lot 1 of the Thomas Minor Subdivision, subject to the following conditions:

1. The site plan shall be amended to address the Wiggins Rural Fire District's comments regarding the emergency access points and an additional access lane.
2. The access easements located off of Central Avenue and North Main Street must remain open and clear of obstructions.
3. Site plan shall be amended to address the Town Attorney's comments regarding the signature blocks for recording purposes.
4. The approved special review use will be recorded with the Morgan County Clerk and Recorder's office by the Town for the purpose of creating a land use record for future owners.

INTRODUCED, RECOMMENDED, AND RESOLVED THIS 14TH DAY OF MARCH, 2023.

TOWN OF WIGGINS, COLORADO


Jeffrey Palmer, Chairman



ATTEST:


Tom Acre, Interim Town Clerk



BUILDING SHALL NOT BE OCCUPIED BEFORE FINAL APPROVAL

PERMIT TO BE POSTED IN A CONSPICUOUS LOCATION FOR DURATION OF CONSTRUCTION



BUILDING PERMIT

Permit Number

23WIG-0005

Date: 01/27/2023

ISSUED BY:

Planning & Zoning Department - Building Department
Wiggins Town Hall - 304 Central Avenue, Wiggins, CO 80654

Name: SEWING, RICHARD & ROBIN

Address: 110 N Main Street, Wiggins, CO 80654

Permit Type: Commercial - Fence

Description of Work:

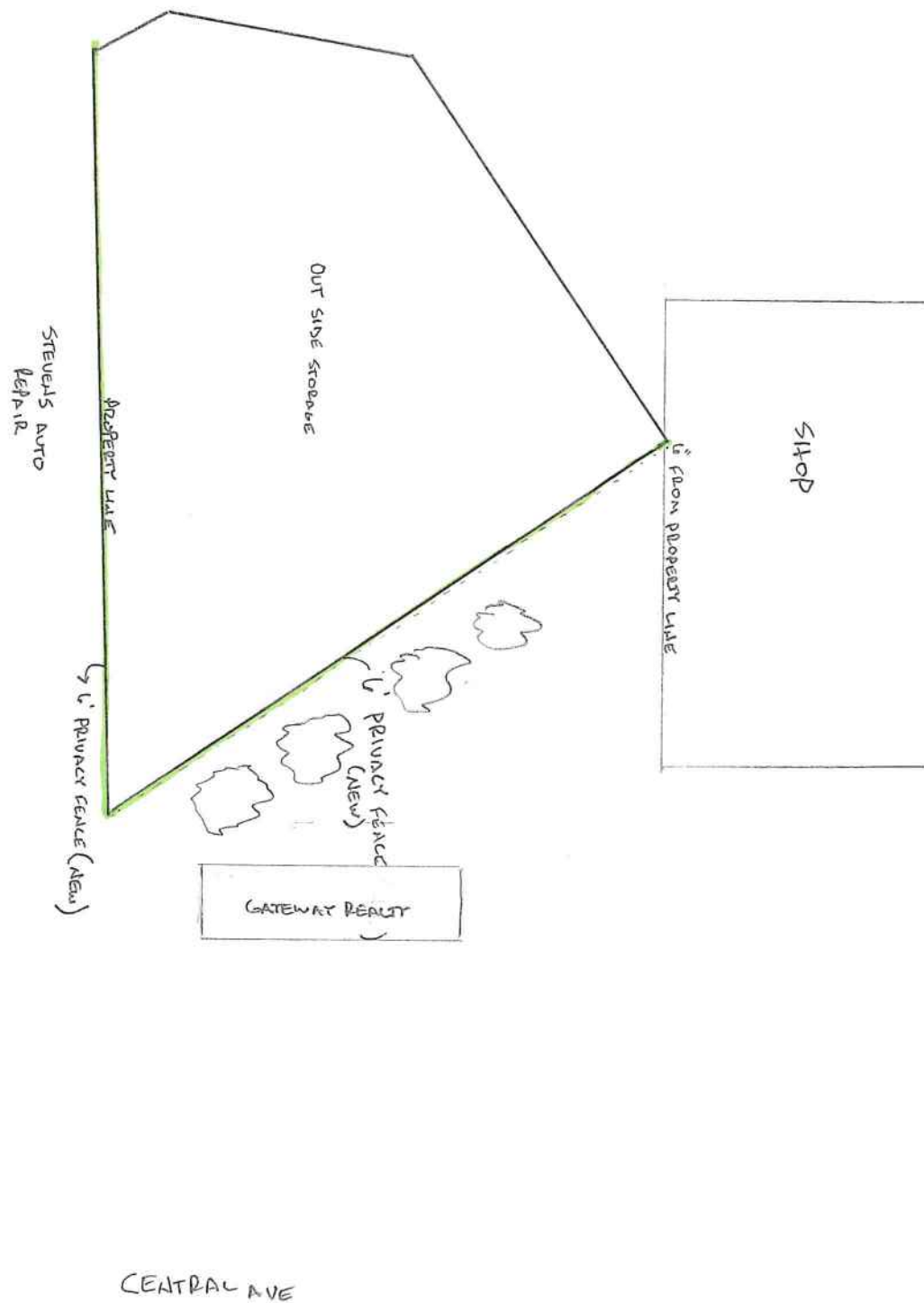
Permit Expires: 12/31/2023

INSPECTIONS AND REPORTS

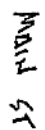
Finals		
Inspection	Date	Inspector
Final Inspection		
Certificate of Completion		

01/27/2023 hb approved w/ conditions

- applicant/property owner responsibility to determine property lines
- fence must not exceed property line
- fence shall not exceed 6' 6" in height
- Public easement accesses must remain open
- applicant must work with the Wiggins Rural Fire District to meet their minimum requirements for a secondary emergency exit & key code entry.
- Both site plans submitted are being used to demonstrate the fence permit project and both will be used for fence permit inspections for project completion.



76 ACCE 41-





STAFF SUMMARY

Board of Trustees Meeting April 26, 2023

DATE: April 21, 2023

AGEND ITEM NUMBER: 7

TOPIC: Consideration of an Ordinance Amending Ordinance No. 01-2022 and Adopting by Reference the 2018 International Plumbing Code and the 2020 National Electric Code

STAFF MEMBER RESPONSIBLE: Hope Becker, Planning & Zoning Administrator

BACKGROUND:

On February 23, 2022, the Board of Trustees adopted the 2018 International Code Council Building Codes through Ordinance No. 01-2022. The ordinance also adopted the editions of the State of Colorado Plumbing Code and the National Electric Codes as “currently adopted by the State.”

As the Town’s Ordinance is currently written, staff is concerned that if the State adopts updated electric and plumbing codes after July 1, 2023, which it likely will, the Town could be required to adopt the 2021 Energy Conservation Code at that time based on the passage of a recent House Bill, 22-1362 that states if a municipality updates one or more of its Building Codes after July 1, 2023 and before July 1, 2026, then it must adopt and enforce an energy code that achieves equivalent or better energy performance than the 2021 Energy Conservation Code. After July 1, 2026, a municipality that updates one or more building codes must adopt and enforce an energy code that achieves equivalent or better energy and carbon emissions performance than the model low energy and carbon code created by the State Energy Code Board, which has yet to be created.

The 2018 Energy Conservation Code was recommended, at the time of adoption by staff because it is less restrictive and less expensive for contractors and builders while increasing energy efficiency. This was also a major concern staff received as feedback from the builders. Concerns were raised that the newer energy codes may be too restrictive and may cause health issues despite its best intentions to conserve energy.

SUMMARY:

Staff presented to the Board of Trustees, in the January 11, 2023 work session, that there were some upcoming changes that were passed in a recent House Bill (HB 22-1362) that may affect the

Town's adopted Building Codes. Staff researched the House Bill and discussed options with the Town Attorney, ProCode and the Mazingo Code Group. It was determined that there was not enough information to confidently determine what may happen if the Town does not amend the building codes to delete references to the State's "currently adopted" plumbing and electrical codes. The Bill is also unclear if the Town would be forced to adopt the 2021 Energy Conservation Code in its entirety or if contractors will only have to comply with the 2021 Energy Conservation Code requirements related to electrification, electric vehicles, and solar ready provisions specifically named in the State's adopted electrical code.

Staff has prepared the attached ordinance to protect the Town from being required to adopt a more stringent Energy Conservation Code when the State adopts its new plumbing and electrical codes. This ordinance amends Ordinance No. 01-2022 to incorporate the 2018 International Plumbing Code and the 2020 National Electric Code by reference.

Staff presented the draft ordinance to the Board of Trustees at the March 8, 2023 work session. The first reading of the ordinance was presented to the Board of Trustees at the Board Meeting held on March 22, 2023. The Board of Trustees approved Ordinance No. 01-2023 and set the second reading and public hearing on the ordinance for April 26, 2023.

FISCAL IMPACT:

The Town of Wiggins' adopted budget will not be negatively impacted by amending the Town's building code ordinance.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

The Town of Wiggins strives to provide current codes to provide its residents and businesses adequate public health and safety protections. Updating the codes such as the building codes is a part of this effort.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

- The Board of Trustees may approve the second reading of the Ordinance as presented by staff for their consideration.
- The Board of Trustees may approve the second reading of the Ordinance with conditions.
- The Board of Trustees may disapprove the Ordinance and direct staff what steps should be taken next.

MOTION FOR APPROVAL:

I make the motion to approve the second reading of Ordinance No. 01-2023 – An Ordinance Amending Ordinance No. 01-2022 and Adopting by Reference the 2018 International Plumbing Code and the 2020 National Electric Code.

ACTION REQUIRED:

Motion, Second, Roll-Call, Vote.

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

**TOWN OF WIGGINS, COLORADO
ORDINANCE NO. 01-2023**

**AN ORDINANCE AMENDING ORDINANCE NO. 01-2022 AND ADOPTING BY
REFERENCE THE 2018 INTERNATIONAL PLUMBING CODE AND THE 2020
NATIONAL ELECTRIC CODE**

WHEREAS, the Board of Trustees previously approved Ordinance No. 1-2022, which adopted by reference building and construction codes, including the editions of the Colorado Plumbing Code and the National Electric Code as currently adopted by the State of Colorado; and

WHEREAS, the Board of Trustees has determined that it should amend Ordinance No. 1-2022 to adopt the 2018 International Plumbing Code and the 2020 National Electric Code.

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

Section 1. Section 9 of Ordinance No. 01-2022 is hereby amended by repealing Section 9 in its entirety and replacing with the following:

Sec. 9 – International Plumbing Code

(a) Adoption. The *International Plumbing Code*, 2018 Edition, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 15 inclusive, including all appendices (“IPC”) is hereby adopted as the Town of Wiggins Plumbing Code. The purpose and subject matter of the which includes comprehensive provisions regulating plumbing installations in or in connection with new and existing structures and providing uniform plumbing standards for the purpose of protecting the public health, safety and general welfare.

(b) Compliance Required. It shall be unlawful for any person, firm or corporation to erect, construct, alter, repair, remove, demolish or utilize any plumbing installations covered by the IPC, or cause the same to be done, in conflict with or in violation of any provision of the IPC.

(c) Purpose. The purpose and subject matter of the IPC is to regulate plumbing installations in or in connection with new and existing structures and providing uniform plumbing standards for the purpose of protecting the public health, safety and general welfare.

(d) Amendments. Additions, deletions, amendments and changes to the IPC, as adopted by reference pursuant to Section (a), are hereby adopted as follows:

(1) IPC Section 101.1 (Title) is amended by the addition of the term “Town of Wiggins” where indicated.

(2) IPC Section 305.4.1 (Sewer depth) is amended by filling in both areas where indicated to read “12 inches (305 mm).”

(3) IPC Section 903.1 (Roof extension) is amended by inserting “12 inches (305 mm)” where indicated.

(e) Penalties for Violation. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of the IPC. In addition to other sanctions set forth in the IPC, a person or entity that violates the IPC may be fined in an amount not to exceed the maximum fine amount permitted to be imposed by the municipal court or, as more fully set forth in Section 12 of this Ordinance. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 2. Section 10 of Ordinance No. 01-2022 is hereby amended by repealing Section 10 in its entirety and replacing with the following:

Sec. 10 - National Electrical Code

(a) Adoption. The National Electrical Code NFPA 70, 2020 Edition (“NEC”), as promulgated by the National Fire Protection Association, Inc., 1 Batterymarch Park Quincy, Massachusetts, 02169-7471, and as adopted by the State of Colorado is hereby adopted by reference as the Town of Wiggins Electrical Code as if fully set out in this ordinance without additions, deletions, insertions or changes, except as referenced by the State Electrical Board of the Colorado Department of Regulatory Agencies, Division of Professions and Occupations.

(b) Compliance Required. It shall be unlawful for any person, firm or corporation to erect, construct, alter, repair, remove, demolish or utilize any electrical systems covered by the NEC, or cause the same to be done, in conflict with or in violation of any provision of the NEC.

(c) Purpose. The purpose and subject matter of the NEC includes minimum regulations for the practical safeguarding of persons and property from the hazards arising from the use of electricity and minimum standards relating to the installation of electrical conductors and equipment within or on public and private buildings and other structures, including mobile homes, recreational vehicles and floating dwelling units, and other premises such as yards, carnivals, parking and other lots, and industrial substations. The NEC provides for the issuance of permits, inspections and the collection of fees therefor.

(d) Amendments. None

(e) Penalties for Violation. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of the

NEC. In addition to other sanctions set forth in the NEC, a person or entity that violates the NEC may be fined in an amount not to exceed the maximum fine amount permitted to be imposed by the municipal court or, as more fully set forth in Section 12 of this Ordinance. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 3. Should any one or more sections or provisions of this Ordinance or of any of the primary or secondary codes adopted by reference be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or the codes adopted by reference hereby, the intention being that the various sections and provisions are severable.

Section 4. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

INTRODUCED, READ, ADOPTED ON FIRST READING THIS 22ND DAY OF MARCH 2023.

PUBLIC HEARING AND SECOND READING WILL BE HELD THE 26TH DAY OF APRIL 2023, AT 7:00 P.M.

READ, ADOPTED ON SECOND READING, APPROVED, SIGNED, AND ORDERED PUBLISHED BY TITLE ONLY THIS 26TH DAY OF 2023.

TOWN OF WIGGINS

Christopher Franzen, Mayor

ATTEST:

Tom Acre, Interim Town Clerk

I, Tom Acre, Interim Town Clerk of the Town of Wiggins, Colorado, hereby certify and attest that the foregoing Ordinance No. 01-2023 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 26th day of April, 2023. This Ordinance was published in The Fort Morgan Times on _____, 2023.

Dated _____



STAFF SUMMARY

Board of Trustees Meeting April 26, 2023

DATE: April 23, 2023

AGEND ITEM NUMBER: 8

TOPIC: Consideration of A Resolution Approving Custodial and Deposit Agreements with High Plains Bank

STAFF MEMBER RESPONSIBLE: Tom Acre, Town Manager

BACKGROUND:

High Plains Bank approached staff suggesting the Town make a change in how our accounts are handled. Currently our funds are contained in typical accounts such as different interest checking accounts for the different funds. The bank has been moving many of their account holders with large balances to the Insured Cash Sweep (ICS) service. Through ICS, depositors can access multi-million-dollar FDIC insurance on funds placed into demand deposit funds, money market deposit accounts or both.

SUMMARY:

Staff is requesting the Town enter into Custodial and Deposit Agreements with High Plains Bank for the ICS service. Through ICS, the Town's funds are FDIC insured, funds the Town needs to access to process invoices and payroll are placed in a demand fund for that purpose, and the funds placed in ICS are invested locally.

Additional information on ICS is included with this Staff Summary and a representative from High Plains Bank will be available to answer questions.

FISCAL IMPACT:

The Town of Wiggins' adopted budget will not be negatively impacted by the adoption of Resolution No. 21-2023.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

The Town of Wiggins Board of Trustees and staff are required to be good stewards of the Town's financial resources.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

The Board of Trustees may approve the Resolution as presented by staff, request the Resolution be amended or not approve the Resolution.

MOTION FOR APPROVAL:

I make the motion to approve Resolution No. 21-2023 - A Resolution Approving Custodial and Deposit Agreements with High Plains Bank.

ACTION REQUIRED:

Motion, Second, Roll-Call, Vote.

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



HIGH PLAINS BANK



Safety. Return. Freedom.

Through ICS®, the Insured Cash Sweep® service, many government depositors can access multi-million-dollar FDIC insurance on funds placed into demand deposit accounts (using the ICS demand option), money market deposit accounts (using the ICS savings option), or both.

Through ICS, you can:

Enjoy peace of mind

ICS funds are eligible for multi-million-dollar FDIC insurance that's backed by the full faith and credit of the United States government.

Earn interest

Put excess cash balances to work in demand accounts, money market deposit accounts, or both.

Save time

By providing access to FDIC insurance through a single bank relationship, ICS can help your organization to comply with investment policy mandates and avoid the hassles associated with ongoing collateral-tracking.

Access funds

Enjoy unlimited program withdrawals using the ICS demand option or up to six program withdrawals per month using the ICS savings option.

Support your community

Feel good knowing that the full amount of your funds placed through ICS can stay local to support lending opportunities that build a stronger community.*

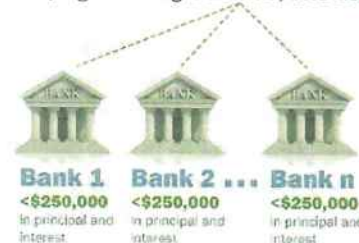
Simply put, with ICS, you can have it all.

How does ICS work?

Work directly with just us—an institution you already know and trust—to access coverage from many, receive just one regular statement, and know that your confidential information remains protected.



Your organization has or sets up a transaction account with our bank, signs the agreements, and deposits funds.**



Deposits are sent to deposit accounts at other member institutions in amounts under the standard FDIC insurance maximum of \$250,000.

Contact us today!

High Plains Bank

Flagler - Bennett - Wiggins - Longmont

800.984.0010

HighPlainsBank.com

Member
FDIC

NMLS 411681



HIGH PLAINS BANK

* When deposited funds are exchanged on a dollar-for-dollar basis with other banks in the ICS Network, we can use the full amount of a deposit placed through ICS for local lending, satisfying some depositors' local investment goals or mandates. In certain states, and with a depositor's consent, we may choose to receive fee income instead of deposits from our bank. Under these circumstances, deposited funds would not be available for local lending.

** If you choose both the savings and demand options, you will need to have a separate transaction account for each.

Placement of funds through the ICS service is subject to the terms, conditions, and disclosures in the service agreements, including the Deposit Placement Agreement ("DPA"). Limits and customer eligibility criteria apply. In the ICS savings option, program withdrawals are limited to six per month. Although funds are placed at destination banks in amounts that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA"), a depositor's balances at the relationship institution that places the funds may exceed the SMDIA (e.g., before ICS settlement for a deposit or after ICS settlement for a withdrawal) or be ineligible for FDIC insurance (if the relationship institution is not a bank). As stated in the DPA, the depositor is responsible for making any necessary arrangements to protect such balances consistent with applicable law. If the depositor is subject to restrictions on placement of its funds, the depositor is responsible for determining whether its use of ICS satisfies those restrictions. ICS and Insured Cash Sweep are registered service marks of Promontory Interfinancial Network, LLC.



Using ICS® for Public Funds In the State of Colorado

COLORADO REVISED STATUTES TITLE 24. GOVERNMENT – STATE ARTICLE 75. STATE FUNDS PART 6. FUNDS – LEGAL INVESTMENTS

24-75-601. Definitions

- 1) **"Public entity"** means the state of Colorado; any institution, agency, instrumentality, authority, county, municipality, city and county, district, or other political subdivision of the state, including any school district and institution of higher education; any institution, department, agency, instrumentality, or authority of any of the foregoing, including any county or municipal housing authority; any local government investment pool organized pursuant to part 7 of this article; any public entity insurance pool organized pursuant to state law; and any other entity, organization, or corporation formed by intergovernmental agreement or other contract between or among any of the foregoing.

24-75-603. Depositories

* * *

- (4) In lieu of or in addition to other statutory authorization for the investment of public funds, any public funds that are not needed for current operating expenses may be invested in accordance with the following conditions:

- (a) The public funds shall initially be placed by the public entity in a bank or savings and loan association located in this state that is an eligible public depository certified by the state banking board or the state financial services board that offers federal deposit insurance corporation insurance on its deposits;
- (b) The selected eligible public depository simultaneously shall arrange for the redeposit of any public funds initially placed in such eligible public depository that are in excess of the amount insured by the Federal Deposit Insurance Corporation, or its successor, in one or more deposit accounts fully insured by the Federal Deposit Insurance Corporation in one or more other banks or savings and loan associations wherever located in the United States, for the account of the public entity;
- (c) On the same date that the public funds are redeposited, the eligible public depository shall receive an amount of deposits from customers of other banks or savings and loan associations equal to the amount of the public funds initially placed by the public entity;
- (d) Each such deposit account must be insured by the federal deposit insurance corporation;
- (e) The selected eligible public depository shall act as custodian for the public entity with respect to the deposit in the public entity's account;
- (f) Public funds invested in accordance with paragraphs (a) to (e) of this subsection (4) are not subject to the collateralization, requirements, or restrictions of article 10.5 of title 11, C.R.S., except for certification as an eligible public depository as provided in paragraph (a) of this subsection (4); and
- (g) Banks and savings and loan associations that accept public funds for the purposes of investing them in accordance with paragraphs (a) to (e) of this subsection (4) are not subject to the additional requirements or restrictions of article 10.5 of title 11, C.R.S., except for certification as an eligible public depository as provided in paragraph (a) of this subsection (4).

Bank Safe, Bank Smart®

Why Choose Insured Cash Sweep?

With the Insured Cash Sweep®, or ICS®, service, you can place your funds into demand deposit accounts (using the ICS demand option), money market deposit accounts (using the ICS savings option), or both, and:

- **Rest assured** knowing your ICS funds are eligible for multi-million-dollar FDIC insurance that's backed by the full faith and credit of the U.S. government
- **Earn returns**; put your money to work for you
- **Access your funds** with unlimited program withdrawals (using the ICS demand option) or up to six program withdrawals per month (using the ICS savings option)
- **Support your community** by keeping the full amount of your deposit local so that we can fund more loans here in our backyard¹
- **Eliminate the ongoing tracking burdens** associated with collateralization and the need to footnote uninsured deposits in financial statements if you are accustomed to these practices

What Else Do You Need to Know?

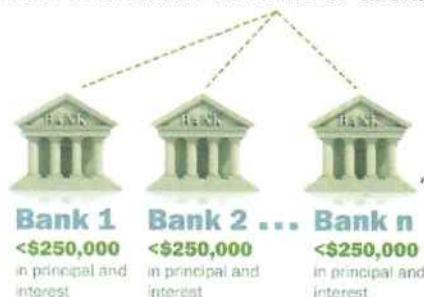
You receive a regular monthly statement from us showing your ICS balances and other key information. And you can check your ICS balances and track other important information of interest to you online, 24/7, through a specially designed Depositor Control Panel. Your confidential information remains protected.



How Does ICS Work?

When our bank places your funds using ICS, your deposit is sent from your transaction account at our bank into deposit accounts at other ICS Network banks in amounts below \$250,000, the standard FDIC insurance maximum. As a result, you can access FDIC insurance coverage from many institutions while working directly with just us.

Sign the agreements, use an existing checking or other transaction account (or set up one), and deposit your funds. (If you choose both the savings and demand options, you will need to have a separate transaction account for each.)



Deposits are sent to demand deposit accounts or money market deposit accounts at other Network banks in amounts under \$250,000, the standard FDIC insurance maximum per insured capacity, per bank. (You still receive just one regular statement from us.)



Please call us!

719.765.4000 Flagler 303.644.4900 Bennett
970.483.7334 Wiggins 303.776.2265 Longmont

www.highplainsbank.com

^[1] When deposited funds are exchanged on a dollar-for-dollar basis with other banks in the ICS Network, a participating institution can use the full amount of a deposit placed through ICS for local lending, satisfying some depositors' local investment goals or mandates. Alternatively, with a depositor's consent to certain types of ICS transactions, the bank may choose to receive fee income instead of deposits from other banks. Under these circumstances, deposited funds would not be available for local lending.

Placement of funds through the ICS service is subject to the terms, conditions, and disclosures in the service agreements, including the Deposit Placement Agreement ("DPA"). Limits and customer eligibility criteria apply. In the ICS savings option, program withdrawals are limited to six per month. Although funds are placed at destination banks in amounts that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA"), a depositor's balances at the relationship institution that places the funds may exceed the SMDIA (e.g., before ICS settlement for a deposit or after ICS settlement for a withdrawal) or be ineligible for FDIC insurance (if the relationship institution is not a bank). As stated in the DPA, the depositor is responsible for making any necessary arrangements to protect such balances consistent with applicable law. If the depositor is subject to restrictions on placement of its funds, the depositor is responsible for determining whether its use of ICS satisfies those restrictions. ICS, Insured Cash Sweep, and Bank Safe, Bank Smart are registered service marks of Promontory Interfinancial Network, LLC.

Overview of the ICS Deposit Placement Agreement

The ICS® Deposit Placement Agreement (DPA) is a legal document that you will enter into with us before we place your funds using the ICS service. For your convenience, a summary of some of the DPA's provisions is provided below. Please note, however, that this summary is not a contract, is not legally binding on us, and is not intended to be a comprehensive summary of the DPA. Nothing in this summary modifies the DPA or determines how it will be construed. You should read the DPA in its entirety before signing it.

Some Key Points Addressed in the DPA

- Through an arrangement with Promontory Interfinancial Network, LLC, we will endeavor to place your funds in deposit accounts at other FDIC-insured institutions that are members of the Promontory Network.
- We will act as your agent in placing funds through ICS and as your custodian for your deposit accounts at other banks.
- The amount of your funds that we place in a deposit account at any one other bank will not exceed the FDIC standard maximum deposit insurance amount (currently \$250,000), so that your funds placed through ICS will be eligible for FDIC insurance.
- Funds are placed at other banks in demand deposit accounts (DDAs) for the ICS demand option and in money market deposit accounts (MMDAs) for the ICS savings option.
- The ICS demand option offers unlimited Program Withdrawals; the ICS savings option offers up to six Program Withdrawals per month. Both options offer unlimited Program Deposits.
- We will not charge you a fee in connection with the placement of your funds through ICS.
- The interest rate applicable to funds placed in deposit accounts at other banks is the interest rate established by us. We may establish different interest rates for the ICS savings option and the ICS demand option.
- Although you may not designate particular banks to receive your funds, you may identify banks at

which your funds should not be placed. If you want your deposits to be FDIC-insured, you should identify any bank(s) at which you currently have deposits as banks at which funds should not be placed. (See Schedule 4 to the DPA.)

- We will send you periodic account statements that will reflect your funds in deposit accounts at other Promontory Network members.
- Your funds held in your transaction account with us, including balances pending placement through ICS, are subject to the FDIC insurance limits applicable to your deposits with us, including your other balances with us held in the same insurable capacity. (See Schedule 2 to the DPA.)

ICS® ReciprocalSM and ICS® One-Way®

- Schedule 4 to the DPA includes two boxes relating to which form of the ICS service we may use in

Overview of the ICS Deposit Placement Agreement

(continued)

Placement Procedures

- When a Program Deposit occurs, your funds are sent using ICS from your transaction account at our bank to deposit accounts at other banks. When a Program Withdrawal occurs, your funds that were placed through ICS in deposit accounts at other banks are returned to your transaction account at our bank.
- Program Deposits and Program Withdrawals occur as a result of Triggering Events defined in Schedule 1 to the DPA.
- We will provide you with initial login credentials for the ICS Depositor Control Panel (DCP), a secure website. Using the DCP, you can check current balances in ICS deposit accounts, view a list of banks at which your ICS funds may be placed, track monthly Program Withdrawals if you use the ICS savings option, view transaction history, and, during ICS Depositor Placement Review each business day, review and accept or reject daily proposed funds placements. (See Schedule 3 to the DPA.)

Some Important Points to Keep in Mind

- Although we will endeavor to allocate your funds on a particular date, we may not be able to allocate some or all of your funds as requested for that date. If this happens, we will inform you of the amount of your funds that will not be allocated, and you may request that we resubmit your unallocated funds on another day.
- It is your responsibility to monitor the total amount of deposits that you have at each bank in order to determine the extent of FDIC insurance coverage available to you at that bank.
- If you have a U.S. tax ID, it must be used for all ICS placements; if you do not have a U.S. tax ID, the same alternate ID must be used for all ICS placements.
- We will provide your name, tax ID number, and other pertinent information to Promontory Interfinancial Network and other parties providing services in connection with the ICS service; you consent to the release of that information to Promontory Interfinancial Network and the other parties.

Placement of funds through the ICS service is subject to the terms, conditions, and disclosures in the service agreements, including the Deposit Placement Agreement ("DPA"). Limits and customer eligibility criteria apply. With the ICS savings option, program withdrawals are limited to six per month. Although funds are placed at destination banks in amounts that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA"), the information we report in connection with the ICS service is not disclosed to the SMDIA (e.g., before ICS settlement for a deposit or after ICS settlement for a withdrawal) or be ineligible for FDIC insurance (if the relationship institution is not a bank). As stated in the DPA, the depositor is responsible for making any necessary arrangements to protect such balances consistent with applicable law. If the depositor is subject to restrictions on placement of its funds, the depositor is responsible for determining whether its use of ICS satisfies those restrictions. ICS and One-Way are registered service marks, and Reciprocal is a service mark, of Promontory Interfinancial Network, LLC.

**TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 21-2023**

**A RESOLUTION APPROVING CUSTODIAL AND DEPOSIT PLACEMENT
AGREEMENTS WITH HIGH PLAINS BANK**

WHEREAS, a Custodial Agreement and IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement have been proposed between the Town of Wiggins and High Plains Bank; and

WHEREAS, the Board of Trustees by this Resolution desires to approve the agreements.

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

Section 1. The proposed Custodial Agreement and IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement by and between the Town of Wiggins and High Plains Bank (the “Agreements”) are hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

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

INTRODUCED, ADOPTED AND RESOLVED THIS 26TH DAY OF APRIL 2023.

TOWN OF WIGGINS, COLORADO

Christopher Franzen, Mayor

ATTEST:

Tom Acre, Interim Town Clerk

Custodial Agreement

You, the undersigned, enter into this Custodial Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*");

High Plains Bank

1. Pursuant to this Agreement, you authorize us to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established pursuant to the IntraFi Network Deposits CD Deposit Placement Agreement, the IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement, or a predecessor agreement ("*Deposit Accounts*") for funds of yours placed as deposits through the IntraFiSM Network DepositsSM CD Option ("*CD Option*"), formerly known as CDARS®, or the IntraFi Network Deposits DDA-MMDA Option ("*DDA-MMDA Option*"), formerly known as ICS®, and all your security entitlements and other related interests and assets with respect to the Deposit Accounts ("*Related Entitlements*"). The custodial account in which we will hold the Deposit Accounts and Related Entitlements ("*Custodial Account*") comprises all the CD Option and DDA-MMDA Option custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Deposit Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CDs and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code in applicable state law ("*UCC*"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will be a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. ~~You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid.~~ You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity

(Add lines if necessary.)

The remainder of this page is intentionally left blank.

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this Custodial Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: High Plains Bank

Signature: _____

Name and title of authorized signatory: _____

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor: Town of Wiggins

Signature: _____

Name and title of authorized signatory (if not individual): _____

Depositor TIN or approved alternate identifier (and type):

84-0704236

Email: clerk@wigginsco.com

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

(Add signature lines as needed.)

ICS Customer Questionnaire

Customer/Account Name: Town of Wiggins

Phone Number: 970-483-6161

Email address: clerk@wigginsco.com

Account # to be tied to the ICS account:

ICS Acct #:

Does customer wish to maintain:

1. A target balance in the HPB account? (i.e. maintain a specific balance of \$100,000 at all times). This option may result in daily transfers between accounts.

If this option is selected, what is the desired target balance? _____

2. A balance threshold in the HPB account? (i.e. maintain a balance between \$10,000 and \$100,000 in the HPB account. If the balance falls below \$10,000 ICS it will transfer funds back into the HPB account. If the balance exceeds \$100,000 it will transfer the excess over to ICS.

If opting for balance threshold above, what is the desired threshold
_____ What \$ increments are to be transferred? (i.e. \$5,000,
\$10,000, etc.) _____

3. Keep HPB account at zero and sweep entire balance over to ICS daily. This option may result in daily transfers between accounts.

What is the ownership of this account?

- Individual/Joint/Revocable Trust
- Estate/Irrevocable Trust
- Corporation/LLC
- Partnership/Limited Liability Partnership
- Sole Proprietorship
- Nonprofit Institution
- Club or Association
- ☒ Public Funds Entity
- Foreign Government
- Savings Bank/Credit Union
- Other Bank/Financial Institution
- Other

Who are the owners of the account?

Are other persons allowed to transact business and receive information? (Bookkeeper, secretary, etc.)

Are these funds originating from an Individual Retirement Account (IRA)?

Yes

X No

Will this account receive our regular HPB MM tiered rates or has a special rate been agreed upon?

☐ HPB MM Tiered Rates OR

☐ Special Rate _____

☐ Special APY _____

Bank Exclusions - List banks in which the customer does not desire to have funds invested in. Credit Unions are not part of the IntraFi network, therefore they do not need to be listed.

Other important information to go over with customer:

1. NEVER make any type of transaction to the ICS sweep account. Make all transactions to regular HPB account and the sweep will automatically move money to/from the regular HPB account.
2. A monthly statement will be mailed within the first day or two of the new month. Both the regular HPB account statement and the ICS statement will be needed to balance. The transactions should offset each other between statements and the ending balances together should balance, with the exception of any transactions made on the last business day of the month. You will have to allow for those transactions.

Customer may sign up for the Depositor Control Panel access – provide document to them



IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement

You, the undersigned, enter into this IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*");

High Plains Bank

This Agreement states the terms and conditions on which we will endeavor to place deposits for you at other financial institutions through the DDA-MMDA Option of IntraFiSM Network DepositsSM. IntraFi Network Deposits is a product of IntraFi Network LLC ("*IntraFi*") that encompasses services for placing deposits at depository institutions.

This Agreement is an amended version of the ICS Deposit Placement Agreement ("*ICS DPA*"). The DDA-MMDA Option of IntraFi Network Deposits ("*DDA-MMDA Option*") is the deposit placement functionality formerly known as part of ICS®, the Insured Cash Sweep® service. IntraFi is the entity formerly known as Promontory Interfinancial Network, LLC.

During a branding transition period, you may see references to ICS on statements or other documents. These references are to the DDA-MMDA Option of IntraFi Network Deposits.

1. Deposit Placement

1.1. IntraFi Network Deposits DDA-MMDA Option

(a) **Schedule 1** describes the procedure by which we will place deposits for you through the DDA-MMDA Option. **Schedule 2** includes descriptions of the account type and placement feature that we will use.

(b) Each depository institution at which we place deposits for you through the DDA-MMDA Option ("*Destination Institution*") will be one at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to the FDIC standard maximum deposit insurance amount ("*SMDIA*") of \$250,000.

(c) Subject to the terms and conditions of this Agreement, when we place deposits in a deposit account at a Destination Institution for your funds placed through the DDA-MMDA Option ("*Deposit Account*"), the amount of our outstanding placements for you at the Destination Institution through the DDA-MMDA Option and through the CD Option of IntraFi Network Deposits, which is the deposit placement functionality formerly known as part of CDARS®, the Certificate of Deposit Account Registry Service®, will not exceed \$250,000.

(d) The Bank of New York Mellon ("*BNY Mellon*") provides services that support deposit placement through the DDA-MMDA Option. BNY Mellon's services include acting as our sub-custodian and settlement agent.

(e) You must be capable of using, and you agree to use, the Depositor Control Panel ("*DCP*"), an online tool, to review provisional allocations of deposits and for other purposes. You also agree to receive notices that may be posted on the DCP or sent to you by email.

1.2. Deposit Accounts

(a) Deposits that we place for you in Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions.

(b) Each Deposit Account, including the principal balance and the accrued interest, will be a deposit obligation solely of the Destination Institution at which it is held. It will not be a deposit obligation of us or of IntraFi, BNY Mellon, or any other person or entity.

2. Your Relationship With Us

2.1. Agency and Custodial Relationship

(a) We will act as your agent in placing deposits for you through the DDA-MMDA Option. Under a separate agreement with you that grants us custodial powers ("*Custodial Agreement*"), we will also act as your custodian for the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of the Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and



other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts.

(d) All interests that we hold for the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of the funds in the Deposit Accounts and any interest on those funds.

2.2. Termination of Custodial Relationship

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that it be recorded on the records of the Destination Institution in your name.

(b) We will endeavor to cause any request from you pursuant to Section 2.2(a) to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such request, subject to its customer identification policies and other account opening terms and conditions.

(c) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to this Section 2, you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility for it and you will not be able to enforce any rights against the Destination Institution through us.

(d) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to this Section 2.

3. Custodial Account and Interest Rate

3.1. Custodial Account

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests in the Deposit Accounts ("*Custodial Account*"). We may permit you to have multiple Custodial Accounts.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you ("*Depositor Identifier*"), which will be associated with the Custodial Account. You will enter as your Depositor

Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you use an alternate identifier, you must use the same alternate identifier for all placements of deposits for you, by us or by any other financial institution, through the DDA-MMDA Option or through the CD Option of IntraFi Network Deposits. If you later obtain a TIN, you must promptly report it to us and to any such other institutions, and we may use it as your Depositor Identifier.

3.2. Interest Rate

(a) The interest rate for the Deposit Accounts at Destination Institutions on any day will be the then-current rate that we specify, which may be any rate (including zero) and which we may modify at any time ("*Interest Rate*"). Through your continued participation in the DDA-MMDA Option, you accept each applicable Interest Rate.

(b) If we permit you to have more than one Custodial Account, we may specify a different Interest Rate for each Custodial Account.

(c) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

4. Placement Procedures

4.1. Account Type, DDA-MMDA Option Settlement, and Statements

(a) Settlement of payments to and from participating institutions in the DDA-MMDA Option through BNY Mellon that includes the type of deposits we place for you ("*DDA-MMDA Option Settlement*") will occur each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close ("*Business Day*").

(b) You may confirm through the DCP (i) the aggregate principal balance in the Deposit Accounts ("*Program Balance*") and (ii) the principal balance and accrued interest at each Destination Institution as of the preceding Business Day or, after DDA-MMDA Option Settlement-related processing, as of that Business Day.

(c) We will provide you with periodic account statements that include, as of the end of the statement period, your Program Balance, your principal balance at



each Destination Institution, the total interest you have earned on the Deposit Accounts during the period, and the rate of return you have earned on the daily average closing principal balance for the period ("*Statement Period Yield*").

(d) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.1(c), will be the only evidence that you receive of your ownership of the funds. You should retain the account statements.

4.2. Triggering Events

(a) Schedule 1 sets forth events for triggering a transfer of funds from a root account with us that contains your funds ("*Root Account*") to the Deposit Accounts at DDA-MMDA Option Settlement ("*Program Deposit*") or a transfer of funds from the Deposit Accounts to the Root Account at DDA-MMDA Option Settlement ("*Program Withdrawal*").

(b) An event for triggering a Program Deposit or a Program Withdrawal ("*Triggering Event*") will be any such event described in Schedule 1.

(c) If you signed a previous version of this Agreement identified as an ICS DPA and became a party to this amended version of the Agreement after you were given notice of amendment, the content of Schedule 1 to this Agreement is the same as the content of Schedule 1 to the version you signed, subject to the following changes:

(i) "ICS" is changed to "the DDA-MMDA Option of IntraFi Network Deposits."

(ii) "Transaction Account," if it appears, is changed to "Root Account."

4.3. Program Deposits

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.3(b), a Triggering Event for a Program Deposit will result in a transfer of funds to the Deposit Accounts at DDA-MMDA Option Settlement the *next* Business Day ("*Regular Program Deposit*").

(b) Schedule 1 states whether a transfer of funds to the Deposit Accounts at DDA-MMDA Option Settlement on the *same* Business Day ("*Same-Day Program Deposit*") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit ("*Same-Day Deposit Cutoff Time*"). If so stated, a request that we receive and accept before the Same-

Day Deposit Cutoff Time will be a Triggering Event for a Same-Day Program Deposit.

(c) We may impose a maximum Program Balance amount for deposits that we place for you through the DDA-MMDA Option and will inform you of any such amount we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to the Deposit Accounts if it would cause the Program Balance to exceed the maximum. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Root Account, but have not yet collected from a third party.

4.4. Program Withdrawals

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal will result in a transfer of funds from the Deposit Accounts at DDA-MMDA Option Settlement the *next* Business Day ("*Regular Program Withdrawal*").

(b) Schedule 1 states whether the transfer of funds from your Deposit Accounts at DDA-MMDA Option Settlement on the *same* Business Day ("*Same-Day Program Withdrawal*") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal ("*Same-Day Withdrawal Cutoff Time*"). If Section 1 so states, a request that we receive and accept before the Same-Day Withdrawal Cutoff Time will be a Triggering Event for a Same-Day Program Withdrawal.

4.5. Withdrawal Advances; Security Interest

(a) If Schedule 1 states that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at DDA-MMDA Option Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, the Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount that you owe to us,



(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount that you owe to us, and

(iii) to the extent that the amount that you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in the Deposit Accounts or in any security entitlements or other interests or assets relating to the Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Root Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in the Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Root Account, we also may decline to honor transactions in the Root Account in accordance with the separate agreement.

4.6. Account Type and Withdrawal Limit, If Any

(a) Deposits that we place for you through the DDA-MMDA Option at a Destination Institution will be placed in a Deposit Account that is a demand deposit account ("DDA") or a Deposit Account that is a money market deposit account ("MMDA"), as provided in Section 1 of Schedule 2.

(b) Section 1 of Schedule 2 provides (i) that we will place deposits for you in DDAs, (ii) that we will place deposits for you in MMDAs, or (iii) that we may place deposits for you in DDAs or MMDAs.

(c) If you signed a previous version of this Agreement identified as an ICS DPA and became a party to this amended version of the Agreement as a result of having been given notice of amendment, the following applies:

(i) If the version you signed provided that we would place deposits for you in DDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in DDAs."

(ii) If the version you signed provided that we would place deposits for you in MMDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in MMDAs."

(iii) If the version you signed provided that we might place deposits for you in DDAs or MMDAs, Section 1 of Schedule 2 is deemed to state: "We may place deposits for you in DDAs or MMDAs."

(d) Section 1 of Schedule 2 also provides, if MMDAs will or may be used, (i) that an MMDA Program Withdrawal limit of six per month applies or (ii) that no MMDA Program Withdrawal limit applies.

(e) If you signed a previous version of this Agreement identified as an ICS DPA and became a party to this amended version of the Agreement as a result of having been given notice of amendment, and if the version you provided that MMDAs would or might be used, the following applies:

(i) If the version you signed provided that an MMDA Program Withdrawal limit would apply and we have not informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, in addition to the statement given in Section 4.6(c), "You may use up to six MMDA Program Withdrawals per month."

(ii) If the version you signed provided that an MMDA Program Withdrawal limit would not apply or we have informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, in addition to the statement given in Section 4.6(c), "No MMDA Program Withdrawal limit applies."

(f) If a Program Withdrawal limit applies and you exceed the six permitted Program Withdrawals from MMDAs in a month:

(i) We may (A) transfer all the remaining funds in the MMDAs to the Root Account associated with the Custodial Account for the MMDAs or (B), if you also have a Custodial Account for DDA deposits, transfer all the remaining funds in the MMDAs to the Custodial Account for DDA deposits.

(ii) In subsequent months we may effect either such transfer at the time of your sixth Program Withdrawal.

(g) If you exceed the six permitted Program Withdrawals from MMDAs in multiple months, we may also make the Custodial Account for the MMDAs ineligible for Program Deposits.



5. Placement Feature

5.1. Reciprocal and One-Way

(a) If we are an FDIC-insured depository institution, we are eligible to use a feature of the DDA-MMDA Option in which, when we place deposits, we receive matching deposits placed by other participating institutions in the DDA-MMDA Option and may pay a fee to IntraFi ("*Reciprocal Feature*").

(b) Whether or not we are eligible to use the Reciprocal Feature, we are eligible to use a feature of the DDA-MMDA Option in which, when we place deposits, we do not receive matching deposits, but we and IntraFi may receive fees from Destination Institutions ("*One-Way Feature*").

(c) Section 2 of Schedule 2 provides (i) that we may use either the Reciprocal Feature or the One-Way Feature, (ii) that we will use only the Reciprocal Feature, or (iii) that we will use only the One-Way Feature.

(d) If you signed a previous version of this Agreement identified as an ICS DPA and became a party to this amended version of the Agreement as a result of having been given notice of amendment, the following applies:

(i) Section 2 of Schedule 2 is deemed to provide that we may use either the Reciprocal Feature or the One-Way Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we might use either ICS Reciprocal or ICS One-Way was checked.

(ii) Section 2 of Schedule 2 is deemed to provide that we will use only the Reciprocal Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we would use only ICS Reciprocal was checked.

(iii) Section 2 of Schedule 2 is deemed to provide that we will use only the One-Way Feature if Schedule 4 to the version that you signed contained no check boxes regarding the use of ICS Reciprocal or ICS One-Way.

5.2. Placement Feature and Rate

(a) Interest on the Deposit Accounts will be earned at the specified Interest Rate regardless of whether the Reciprocal Feature or the One-Way Feature is used.

(b) When the Reciprocal Feature is used, the fee paid to IntraFi may affect rate determination. When the One-Way Feature is used, fees paid by Destination Institutions, or cost-of-funds rates for Destination Institutions, may affect rate determination.

(c) If we are eligible to use the Reciprocal Feature, and you authorize us to use either the Reciprocal Feature or the One-Way Feature, we may use a feature with greater benefits to you, to us, or both.

5.3. Placement Requirements

(a) Under the laws of some states, governmental units may submit deposits for placement through a deposit placement network only if the placing institution is located in the state and receives matching deposits of an equal maturity, if any, and an equal amount.

(b) If you are a state governmental unit, or if you are otherwise subject to restrictions on the placement of deposits for you, you are responsible for determining whether deposit placement in accordance with this Agreement satisfies any applicable restrictions.

6. Daily Allocation and Depositor Control

6.1. Daily Allocation; Review and Consent

(a) The DDA-MMDA Option process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts that they have placed for their own customers and possible limits on the amounts that an institution is authorized to place or a Destination Institution has agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) The set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect the Interest Rate.



(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

6.2. Destination Institution Exclusions

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive deposits we place for you through the DDA-MMDA Option ("Exclusions List").

(b) We may ask you to provide your initial Exclusions List by entering exclusions in Section 3(c) of Schedule 2 or by giving us notice of your Exclusions List in another manner we specify.

(c) If you signed a previous version of this Agreement identified as an ICS DPA and became a party to this amended version of the Agreement as a result of having been given notice of amendment, your Exclusions List will include any depository institutions you included in your List of Exclusions in the ICS DPA unless you have subsequently removed them.

(d) An Exclusions List will be effective within one Business Day after the first Business Day on which we have received the Exclusions List from you.

(e) You may add to or subtract from your Exclusions List by giving us notice in a manner we specify. If you add an exclusion in this manner, the new exclusion will be effective within one Business Day after the first Business Day on which we have received the notice from you.

6.3. Depositor Control Panel

(a) IntraFi will assist us in providing the DCP. The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP, and the knowledge and experience to use an online tool for DCP functionality. In addition, you acknowledge that you

must obtain and maintain all equipment and services necessary for access to the DCP.

(c) To access the DCP, you will be required to enter your login credentials. Your initial user name will be the account number for the Root Account or such other user name as we specify. Your initial password will be the last four characters of the Depositor Identifier entered for the sole or primary Depositor on the signature page of this Agreement.

(d) You will also be required to enter the email address you have provided to us. We will separately advise you of any additional steps required of you by security controls.

6.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts after that day's DDA-MMDA Option Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last DDA-MMDA Option Settlement, plus any Program Deposit that will occur at the day's DDA-MMDA Option Settlement, minus any Program Withdrawal that will occur at the day's DDA-MMDA Option Settlement. The allocation may provide that previously-deposited funds will be removed from a Destination Institution and deposited in another Destination Institution.

(b) After the provisional allocation occurs on a Business Day, but before allocation becomes final at DDA-MMDA Option Settlement, Depositor Placement Review ("DPR") will occur through the DCP. Even if a Destination Institution is not on your Exclusions List, the final allocation that day will not allocate your funds to the Destination Institution if you reject it during DPR through the DCP. Your rejection of a Destination Institution will be effective only if you submit it before DPR ends.

(c) The DPR period each Business Day will be as follows: 3:00 PM to 3:15 PM Eastern time. Daylight Saving Time applies when nationally in effect. We may change the DPR period by posting notice on the DCP in advance of the change.

(d) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at DDA-MMDA Option Settlement later that day ("Proposed Placement List"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review

the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the allocation and your funds will be allocated in accordance with the list.

(e) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated ("*Alternate Placement List*"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(f) If the provisional allocation on a Business Day would result in funds of yours currently at a Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Root Account.

(g) A Destination Institution that you reject in DPR will also be added to your Exclusions List, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(h) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions and rejections of Destination Institutions may increase the chance that funds will not be allocated. If funds not yet transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Root Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Root Account.

7. FDIC Insurance Considerations

7.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at www.fdic.gov or by contacting the FDIC by letter, email, or telephone.

(b) All of your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for the SMDIA. You should add to your Exclusions List any depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(c) You are responsible for determining whether deposits we place for you are maintained in separate insurable capacities. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not establish a separate insurable capacity.

(d) We will use the Depositor Identifier to identify you, and we will place deposits for you on the understanding that you are not submitting deposits for placement under more than one Depositor Identifier in the same insurable capacity.

(e) The requirements for FDIC deposit insurance coverage of the deposits of governmental units, including the United States government, state and local governments, the District of Columbia, and the Commonwealth of Puerto Rico, are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for losses resulting from the placement of deposits that are not eligible for FDIC deposit insurance.

(f) Records that we maintain, or that BNY Mellon maintains for us, reflecting ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information so that there will be accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment. The FDIC could also require you to provide additional documentation.



7.2. Responsibility to Monitor Deposits; Available Information

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) You can obtain publicly available financial information on Destination Institutions from the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx.

7.3. Uninsured Deposits

(a) Although we will not place a deposit for you through the DDA-MMDA Option at any one Destination Institution in an amount that exceeds the SMDIA, a deposit that we place for you will not be eligible for FDIC insurance coverage at a Destination Institution before it becomes a deposit at the Destination Institution or after it is withdrawn from the Destination Institution.

(i) If we are an FDIC-insured depository institution and the Root Account is eligible for FDIC insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the SMDIA of \$250,000.

(ii) If we are a credit union the share accounts of which are insured by the National Credit Union Administration ("NCUA") and the Root Account is a share account with us that is eligible for NCUA insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the NCUA standard maximum share insurance amount of \$250,000.

(iii) If we are not an FDIC-insured depository institution or the Root Account is not eligible for FDIC insurance coverage, a deposit in the Root Account will not be FDIC-insured. If we are not an NCUA-insured credit union or the Root Account is not eligible for NCUA insurance coverage, a deposit in the Root Account will not be NCUA-insured.

(b) If you cannot accept the risk of having a deposit with us that is not fully insured, you will be responsible for making arrangements with us, if we offer them, to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or

otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a collateralization arrangement is consistent with applicable law.

(c) If you cannot accept the risk of having a deposit with us that is not fully insured, and we do not offer arrangements of the kind described in Section 7.3(b) or we offer them but you do not make such arrangements with us, you should not submit deposits for placement through the DDA-MMDA Option.

7.4. Deposit Insurance Payments

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which we place deposits for you is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account at a Destination Institution after it closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.



8. Additional Considerations

8.1. Compare Rates

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement through the DDA-MMDA Option.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

8.2. Allocation Considerations

(a) The DDA-MMDA Option allocation process is subject to applicable law and may be affected by our objectives, IntraFi's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in the DDA-MMDA Option service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, including compensatory payments that reflect the difference between an interest rate for deposits placed by an institution and a rate at which the receiving institution would otherwise pay interest.

8.3. Mutual Institution Rights

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward

such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, or if you wish to attend or vote at any meeting of the depositor members of the mutual institution or receive subscription rights, you must, before the applicable record date (a date that is usually at least one year before the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2.

9. Other Provisions

9.1. Release and Use of Identifying Information

(a) We may provide information that identifies you ("*Identifying Information*"), including your name, your TIN or other Depositor Identifier, and information on your deposits, to a party that provides services in connection with the DDA-MMDA Option ("*Service Provider*"), including IntraFi and BNY Mellon. A Service Provider may use Identifying Information in providing services in connection with the DDA-MMDA Option.

(b) We or a Service Provider may also provide Identifying Information to a Destination Institution, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(c) Except as provided in Section 9.1(a) or Section 9.1(b), we will not provide Identifying Information to any party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of IntraFi or BNY Mellon.

(d) IntraFi may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by IntraFi, including information regarding aggregated activity of the DDA-MMDA Option depositors, as long as it does not individually identify you.

9.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service ("IRS"), and furnish to you, IRS Form 1099-INT or its equivalent,

or IRS Form 1042-S or its equivalent, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by applicable law to collect such backup withholding, we will collect it and pay it to the IRS.

9.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place deposits for you through the DDA-MMDA Option at a Destination Institution that is the subject of a then-effective exclusion on your Exclusions List, at a Destination Institution that is the subject of a then-effective rejection by you, or at a Destination Institution under one Depositor Identifier in an amount that exceeds the SMDIA.

(b) If all or part of your deposit at a Destination Institution is uninsured because of our failure to comply with the requirements set forth in Section 9.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 9.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL INTRAFI OR BNY MELLON BE LIABLE, TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, INTRAFI, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT,

PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

9.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through the DDA-MMDA Option and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, whether written or oral, relating to any matter herein, and may not be amended by any oral representation or oral agreement. This Section 9.4(a) will not affect the validity of any addenda into which we have entered with you.

(b) Schedule 1 and Schedule 2 are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment or, if no effective date is specified in the amendment, the date that is fourteen (14) days after we give you written notice of the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 9.4 will survive termination.

(d) Except as provided in Section 2.2(d), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope, meaning, or intent of this Agreement or any clause in it. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial



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orders, whether federal, state, or local. The words "include," "includes," and "including" do not imply exclusion.

(f) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable

against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

The remainder of this page is intentionally left blank.



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By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: High Plains Bank

Signature: _____

Name and title of authorized signatory: _____

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor: Town of Wiggins

Signature: _____

Name and title of authorized signatory (if not individual): _____

Depositor TIN or approved alternate identifier (and type):

84-0704236

Email: clerk@wigginsco.com

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type): _____

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type): _____

Email: _____

Date signed: _____

(Add signature lines as needed.)



Schedule 1 to IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement

Program Deposits and Program Withdrawals

This **Schedule 1** is part of the IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement ("*Agreement*"). Terms not defined in this Schedule 1 have the meanings, if any, assigned elsewhere in the Agreement.

1. Specified Terms

(a) For DDAs, the Sweep Threshold and the Return Threshold are as follows:

Sweep Threshold	Return Threshold
\$	\$

(b) For MMDAs, the Sweep Threshold and the Return Threshold are as follows:

Sweep Threshold	Return Threshold
\$	\$

(c) The Same-Day Deposit Cutoff Time is as follows:

08:30	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> Eastern <input type="checkbox"/> Central	<input checked="" type="checkbox"/> Mountain <input type="checkbox"/> Pacific
(insert time)	(check AM or PM)	(check time zone)	

Daylight Saving Time applies when nationally in effect unless checked here ☒

2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a net change in your Root Account balance that causes it to exceed the Sweep Threshold. After posting all your Root Account activity for a Business Day, we will determine whether your Root Account balance exceeds the Sweep Threshold. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the excess amount to the Deposit Accounts at DDA-MMDA Option Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at DDA-MMDA Option Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Root Account and credit a holding account before the transfer of funds to the Deposit Accounts occurs at DDA-MMDA Option Settlement.

3. Program Withdrawals

(a) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day following the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in your Root Account balance, after the posting of all your Root Account activity for a Business Day, that causes it (exclusive of any amounts that we credit as advances in anticipation of a Program Withdrawal) to be less than the Return Threshold. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer an amount from the Deposit Accounts at DDA-MMDA Option Settlement on the next Business Day, up to the available amount in the Deposit Accounts, sufficient to restore your Root Account balance to the Sweep Threshold.



(b) Subject to the terms and conditions of this Agreement, and subject to the rules and cutoff times that otherwise apply to root accounts with us, we will honor your debit transactions in the Root Account so long as the sum of your Root Account balance and your balance in the Deposit Accounts of the applicable type, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We will do so even if the amount of the debit transaction exceeds your Root Account balance. You will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at DDA-MMDA Option Settlement.

(c) If a Triggering Event for a Program Withdrawal occurs, we may credit the Root Account and debit a holding account before the transfer of funds from the Deposit Accounts occurs at DDA-MMDA Option Settlement.



Schedule 2 to IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement

Account Type, Placement Feature, and Exclusions

This **Schedule 2** is part of the IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement ("*Agreement*"). Terms not defined in this Schedule 2 have the meanings, if any, assigned elsewhere in the Agreement.

1. Account Type

☐

We will place deposits for you in DDAs.

☒

We will place deposits for you in MMDAs.

☐

We may place deposits for you in DDAs or in MMDAs.

(Check one above.)

→

☐

You may use up to six MMDA Program Withdrawals per month.

☒

No per-month MMDA Program Withdrawal limit applies.

(If MMDAs will or may be used, check one above.)

2. Placement Feature

☐

We may use the Reciprocal Feature, the One-Way Feature, or both in placing deposits for you.

☒

We will use only the Reciprocal Feature in placing deposits for you.

☐

We will use only the One-Way Feature in placing deposits for you.

(Check one above.)

3. Exclusions

(a) You may place depository institutions on your Exclusions List by identifying them in the list below, unless we specify another means by which you will provide your Exclusions List.

(b) The Exclusions List should include the city and state of the depository institution's main office (rather than the city and state of a branch location). The Exclusions List may also include the institution's FDIC certificate number or transit routing number. If you do not list any exclusions enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions).



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(c) Exclusions List:

Name of Depository Institution	City and State	FDIC Certificate or Routing Number

(Add lines if necessary.)

Signature of sole or primary Depositor



STAFF SUMMARY

Board of Trustees Meeting April 26, 2023

DATE: April 23, 2023

AGEND ITEM NUMBER: 9

TOPIC: Consideration of A Resolution Authorizing the Town Manager to Approve Change Orders with GLH Construction for the Main Street Improvements Project

STAFF MEMBER RESPONSIBLE: Tom Acre, Town Manager

BACKGROUND:

The Town of Wiggins Board of Trustees approved Resolution No. 17-2023 on April 5, 2023 authorizing the contract with GLH Construction for the Main Street Improvements Project including curb, gutter and sidewalk; drainage improvements and paving. GLH Construction started construction on April 10, 2023 and shortly discovered an issue with the vertical and horizontal survey for the stormwater drainage pipe and existing sidewalk on the west side of Main Street.

The Board of Trustees requested staff obtain a cost estimate for placing a concrete drainage pan across Main Street in the area of 2nd and Corona Avenue. GLH has provided a cost estimate for this work.

As the project was starting staff, the project engineer and GLH discussed the section of sidewalk that is incomplete on the west side Main Street from the elementary school to 5th Avenue and from 5th Avenue to Tiger Way. These sections of sidewalk were not thought as being needed to solve the drainage, repaving and east side curb gutter and sidewalk. GLH has provided a cost estimate for the missing sidewalk to 5th Avenue. The sidewalk from 5th Avenue to Tiger way will require additional consideration.

SUMMARY:

GLH retained King Surveying to survey the project in an effort to determine what changes may be needed to mitigate the discrepancy and keep the project moving forward. The survey discrepancy had a domino effect on the storm drainage pipe installation, the drainage flow at 5th and Main, and a portion of the street improvements. The attached change orders address the

necessary cost decreases and increases related to the survey discrepancy. GLH has provided change orders for the drainage pan across the north end of Main Street at 2nd Avenue and the missing section of sidewalk in front of the school.

Staff, the project engineer and GLH will continue to have discussions to determine the root cause of the survey discrepancy, however to keep the project moving forward the attached change orders are being presented for the Trustees consideration.

FISCAL IMPACT:

Approval of this Resolution and the attached Change Orders will result in spending of a portion of undesignated fund balance in the General Fund.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

Making street improvements in Town is one of the goals of the Town Board of Trustees and Staff. Improving this section of Main Street is a priority of the Board and a desire of the citizens. Approving Resolution No. 22-2023 supports these goals and priorities.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

The Board of Trustees may approve the Resolution as presented by staff, request the Resolution be amended or not approve the Resolution. Not approving change orders 1, 2 and 3 may result in a project delay and further cost increases. Not approving change order 4, does not allow the cost efficiency of doing this work while the contractor is on site.

MOTION FOR APPROVAL:

I make the motion to approve Resolution No. 22-2023 - A Resolution Authorizing the Town Manager to Approve Change Orders with GLH Construction for the Main Street Improvements Project.

ACTION REQUIRED:

Motion, Second, Roll-Call, Vote.

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

**TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 22-2023**

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO APPROVE CHANGE ORDERS WITH GLH CONSTRUCTION FOR THE MAIN STREET IMPROVEMENT PROJECT

WHEREAS, the Town of Wiggins Board of Trustees approved Resolution 17-2023 on April 5, 2023 authorizing the Town Manager to execute a contract with GLH Construction for the Main Street Improvements Project including curb, gutter and sidewalk; drainage improvements and paving; and

WHEREAS, GLH started construction on April 10, 2023 and during construction encountered survey and site discrepancies that required additional surveying; and

WHEREAS, several change orders (CO 1-4) have been submitted by GLH reflecting both reductions and increases in the project scope and cost.

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 approve Change Orders Nos. 1-4 submitted by GLH Construction for the Main Street Improvements Project work in essentially the same form as the copies of such Change Orders accompanying this Resolution.

Section 2. The Town Manager and Town Clerk are hereby authorized to execute and deliver all documents and monies in accordance with this Resolution.

INTRODUCED, ADOPTED AND RESOLVED THIS 26TH DAY OF APRIL, 2023.

TOWN OF WIGGINS, COLORADO

Christopher Franzen, Mayor

ATTEST:

Tom Acre, Interim Town Clerk

GLH CONSTRUCTION, LLC

780 East Garden Drive, Windsor, CO 80550
Phone: (970) 674-0440 Fax: (970) 674-0443

ESTIMATE

To: Town of Wiggins
Attn: Mike Trbovich

From: Gary Smith: GLH Construction, LLC
Issah Smith: GLH Construction, LLC

Monday, April 24, 2023

Change Order 1 Rev. 3 - Changes to Adjust Street, Add Inlet, and Compensation for Additional Survey

Wiggins Main Street Improvements				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Storm Relocation				
Remove 2 Manholes	EACH	1.00	-\$10,007.68	-\$10,007.68
Concrete Cap where sufficient cover is not possible	LF	50.00	\$84.26	\$4,213.00
Add Inlet	EACH	1.00	\$7,018.00	\$7,018.00
Construction Survey	LUMP SUM	1.00	\$1,000.00	\$1,000.00
Stormline Remove and Replace				
15" HDPE Remove and Replace	LF	633.00	\$20.85	\$13,200.00
Proposed Changes following King Survey Topo's				
Aggregate Base Course 7" Thick <i>Pending Engineer Approval</i>	TON	61.00	-\$39.32	-\$2,398.52
Hot Mix Asphalt - 5" Thick <i>Pending Engineer Approval</i>	TON	50.00	-\$121.32	-\$6,066.00
Concrete Sidewalk <i>Pending Engineer Approval</i>	SY	67.00	-\$54.03	-\$3,620.01
Additional Survey to establish actual street and storm elevations	LUMP SUM	1.00	\$5,500.00	\$5,500.00
Change Order 1 Total:				\$8,838.79

Construction Total:	\$8,838.79
---------------------	-------------------

Estimated Quantities Field Measured To Verify For Payment.

GLH CONSTRUCTION, LLC

BY: Issah Smith

TITLE: Estimator

ATTEST:

BY:

ACCEPTED

BY:

TITLE:

ATTEST:

BY:

GLH CONSTRUCTION, LLC

780 East Garden Drive, Windsor, CO 80550
Phone: (970) 674-0440 Fax: (970) 674-0443

ESTIMATE

To: Town of Wiggins
Attn: Mike Trbovich

From: Gary Smith: GLH Construction, LLC
Issah Smith: GLH Construction, LLC

Monday, April 24, 2023

CO 2 Crossspan at 2nd Street

Wiggins Main Street Improvements				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Crossspan at 2nd Street				
Construction Survey	LUMP SUM	1.00	\$2,500.00	\$2,500.00
Remove and Replace Existing Asphalt for 2nd Street Crossspan installation - Patching included	SF	900.00	\$12.91	\$11,619.00
2nd Street 6" Crossspan Installation (90' Length x 6' Width)	SF	540.00	\$22.22	\$11,998.80
Proposed Changes Total:				\$26,117.80

Construction Total: **\$26,117.80**

Estimated Quantities Field Measured To Verify For Payment.

GLH CONSTRUCTION, LLC

BY: Issah Smith

TITLE: Estimator

ATTEST:

BY:

ACCEPTED

BY:

TITLE:

ATTEST:

BY:

GLH CONSTRUCTION, LLC

780 East Garden Drive, Windsor, CO 80550
Phone: (970) 674-0440 Fax: (970) 674-0443

ESTIMATE

To: Town of Wiggins
Attn: Mike Trbovich

From: Gary Smith: GLH Construction, LLC
Issah Smith: GLH Construction, LLC

Monday, April 24, 2023

CO 3 Crossspan and Chase at 5th Street - Required by Existing Grade Elevations

Wiggins Main Street Improvements				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Crossspan and Chase at 5th Street				
Construction Survey	LUMP SUM	1.00	\$1,200.00	\$1,200.00
10' Square Radius	EACH	1.00	\$2,320.33	\$2,320.33
5th Street 6' Crossspan (30' Length x 6' Width)	SF	180.00	\$17.25	\$3,105.00
Additional Inlet Total:				\$6,625.33

Construction Total: **\$6,625.33**

Estimated Quantities Field Measured To Verify For Payment.

GLH CONSTRUCTION, LLC

BY: Issah Smith

TITLE: Estimator

ATTEST:

BY:

ACCEPTED

BY:

TITLE:

ATTEST:

BY:

GLH CONSTRUCTION, LLC

780 East Garden Drive, Windsor, CO 80550
Phone: (970) 674-0440 Fax: (970) 674-0443

ESTIMATE

To: Town of Wiggins
Attn: Mike Trbovich

From: Gary Smith: GLH Construction, LLC
Issah Smith: GLH Construction, LLC

Monday, April 24, 2023

CO 4 Sidewalk from Existing School Walk to Crossspan on 5th Ave

Wiggins Main Street Improvements				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Existing School Sidewalk to Crosswalk				
Construction Survey	LUMP SUM	1.00	\$2,600.00	\$2,600.00
30" Curb and Gutter <i>Pending Engineer Approval</i>	LF	130.00	\$25.04	\$3,255.20
Concrete Sidewalk (130 LF x 6' Width) <i>Pending Engineer Approval</i>	SY	90.00	\$54.03	\$4,862.70
4' Sidewalk Chase <i>Pending Engineer Approval</i>	LF	5.00	\$825.00	\$4,125.00
Concrete Curb Ramp 2 EACH <i>Pending Engineer Approval</i>	SY	16.00	\$147.10	\$2,353.60
Detectable Warning (Truncated Domes) <i>Pending Engineer Approval</i>	SY	3.00	\$268.82	\$806.46
Existing Sidewalk to Crosswalk Total:				\$18,002.96

Construction Total:	\$18,002.96
---------------------	--------------------

Estimated Quantities Field Measured To Verify For Payment.

GLH CONSTRUCTION, LLC

BY: Issah Smith

TITLE: Estimator

ATTEST:

BY:

ACCEPTED

BY:

TITLE:

ATTEST:

BY:



STAFF SUMMARY

Board of Trustee Meeting
Liquor License Authority
April 26, 2023

DATE: April 7, 2023

AGENDA ITEM NUMBER: 10

TOPIC: Liquor License Renewal – Just 1 More

Staff Member Responsible: Tom Acre, Town Manager/Interim Town Clerk

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*. Their current license expires on June 26, 2023. *Just 1 More* has paid the appropriate fees for the State of Colorado and has been billed by the Town of Wiggins for the \$75 lob 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*.

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	550.00
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	\$550⁰⁰

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.

Colorado Beer and Wine 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 30961897	Expiration Date 06/26/2023	Due Date 05/12/2023	
Business Address 217 MAIN STREET Wiggins CO 80654			Phone Number 9703966898
Mailing Address PO BOX 365 Wiggins CO 80654		Email Black530AOL.COM	
Operating Manager Raymond Thomas	Date of Birth 1-2-50	Home Address 3771 County Road P Wiggins CO 80654	Phone Number 970-396-6898
1. Do you have legal possession of the premises at the street address above? <input 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			

Tax Check Authorization, Waiver, and Request to Release Information

I, _____ am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of _____ (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)		Social Security Number/Tax Identification Number	
Address			
City		State	Zip
Home Phone Number		Business/Work Phone Number	
Printed name of person signing on behalf of the Applicant/Licensee			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)			Date signed

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

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 <i>Raymond W. Thomas</i>	Title <i>Partner</i>
Signature <i>[Signature]</i>	Date <i>3-31-2023</i>

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 <i>TOWN OF WIGGINS</i>		Date
Signature	Title	Attest