



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

**October 27, 2021 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/88240245344> FOR THE MEETING LINK***

**MEETING AGENDA**

**I. INTRODUCTIONS**

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

**II. CONSENT AGENDA**

1. Approval of Board of Trustees Meeting Minutes September 22, 2021
2. Approval of Board of Trustees Special Meeting Minutes October 7, 2021
3. Approval of Bills October 2021

**III. REPORTS**

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

**IV. PUBLIC COMMENTS**

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

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

1. Review and Consideration of the Special Review for 221 Main Street, Wiggins, CO 80654.
  - a. **Resolution No. 33-2021:** A Resolution Recommending Either Disapproval or Approval of a Special Review Use for Arrowhead Trash Located at 221 Main Street.

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

1. Proposed amendment to the Wiggins Land Development Code reestablishing guidelines for preliminary planned development plans, preliminary plats, final plats, site plans, and submission requirements into the Land Development Code, (previously repealed appendices 5 & 9 and previously repealed sections of Sections 2 & 5).
  - a. **Ordinance No. 09-2021** – An Ordinance Amending the Wiggins Land Development Code Concerning Site Plans, Planned Development Districts, and Other Matters

**VII. CONSIDERATION OF RESOLUTION NO. 34-2021** - A Resolution Approving the Colorado Opioids Settlement Memorandum of Understanding and Other Documents Necessary for the Town's Participation in Pending Opioids Settlement

1. Resolution No. 34-2021
2. Colorado Opioids Settlement MOU

**VIII. CONSIDERATION OF RESOLUTION NO. 35-2021** - A Resolution Approving a Purchase Contract to Buy and Sell Real Estate

1. Resolution No. 35-2021

**IX. CONSIDERATION OF ORDINANCE NO. 10-2021** – An Ordinance Authorizing the Sale and Conveyance of Approximately 13.36 Acres of Property Owned by the Town of Wiggins

1. Ordinance No. 10-2021

**X. CONSIDERATION OF RESOLUTION NO. 36-2021** – A Resolution Approving a Dryland Farm Lease

1. Resolution No. 36-2021

**XI. CONSIDERATION OF RESOLUTION NO. 37-2021** – A Resolution Setting Water and Sewer Investment Fees (Tap Fees) for the Town of Wiggins, Colorado

1. Resolution No. 37-2021

**XII. CONSIDERATION OF RESOLUTION NO. 38-2021** - A Resolution Approving the 2022 Operating Plan and Budget for the Roberts 81 Business Improvement District

1. Resolution No. 38-2021
2. 2022 Operating Plan and Budget – Roberts 81 Business Improvement District

**XIII. CONSIDERATION OF RESOLUTION NO. 39 - 2021**– A Resolution by the Town of Wiggins Board of Trustees Supporting the Wiggins School District RE 50J Building for Our Future Ballot Issue 5W

1. Resolution No. 39-2021
2. Building for Our Future Information

#### **XIV. LIQUOR LICENSE AUTHORITY- Consideration of Liquor License Renewal**

1. Louie's Liquors Inc.

#### **XV. EXECUTIVE SESSION**

1. An Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees – Employee compensation.

#### **XVI. REPORT FROM EXECUTIVE SESSION**

#### **XVII. ADJOURNMENT**

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



## **MINUTES OF MEETING**

### **TOWN OF WIGGINS BOARD OF TRUSTEES MEETING**

September 22, 2021 at 7:00 p.m.

#### **CALL TO ORDER & ROLL CALL**

A regular meeting of the Town Board of Trustees for the Town of Wiggins, Colorado was held on Wednesday, September 22, 2021. Mayor Jeff Palmer called the meeting to order at 7:00 p.m. the following Trustees answered roll call: Mayor Jeff Palmer and Mayor Pro-Tem David Herbstman Trustees: Bruce Miller; Bryan Flax; Mark Strickland and Jerry Schwindt, were present. Staff present were Tom Acre, Town Manager; Melinda Culley, Town Attorney; Chief of Police, Craig Miller and Deb Lee, Town Clerk.

#### **APPROVAL OF AGENDA**

Motion was made by Trustee Mark Strickland to approve the agenda. Seconded by Trustee Bryan Flax. Roll Call: The agenda was approved unanimously.

#### **CONSENT AGENDA AND BILLS**

Motion was made by Mayor Pro-Tem David Herbstman to approve the consent agenda. Second was made by Trustee Bruce Miller. Roll Call: The consent agenda was approved with one abstention.

#### **TOWN STAFF REPORTS**

Town Manager: The Town Manager's report was given by Tom Acre. He's been:

- Working with the Thomas's regarding the Farm subdivision: getting the agreement trued up and getting the phases identified. The Thomas's are close to getting things finalized for Phase 1 and should start paving next week or the end of this week.
- Had ongoing discussions with Roberts 81
- Met with a group called Roadmap to Recovery. The group is northeast Colorado counties and cities. They are trying to figure out how to go forward coming out of COVID.
- Finding out what can be done with the old Ambulance building.
- Looking at budget to get to the board next month.
- Working with Meryl Rhoades with SBDC in Morgan County to bring wool processing to Wiggins. Applying for a REDI Grant from DOLA.
- A resolution was passed earlier this year that DOLA would like to have the Board give a thumbs up or down to the project.
- Crosswalks were done this last week. The City of Northglenn was able to provide us striping paint so that it could be done. We will buy paint for them next year. The Mayor asked about getting handicap signs up. Manager Tom Acre let him know we're still waiting on blue paint.
- Beau is getting estimates on getting the tree in the alley removed.
- Continuing to work with USDA and engineers on both the Waste Water Treatment Plant and the Engineers on Cost estimates for EERs and the testing lab to get back to passing our wet test for brine discharge.
- Responded to the state on the wastewater treatment plant groundwater monitoring program.
- Drafting an ordinance regarding tap fees that he will be bringing in the next work session.





- Getting the ballot question FAQ's out to the townspeople.
- He and Deb will be at the CML conference through the end of the week.

Chief of Police, Craig Miller: The police department did a combined operation with the State Patrol Port of Entry. There were 12 summons issued, 27 inspections were done, they found 92 violations, put 9 vehicles and 4 drivers out of service. It was a slower day, but they are happy with the numbers and the safety operations violations that they were able to address. On September 10<sup>th</sup> the Town Police Department took part in Operation Rail Safe a nationwide rail safety program. The information was submitted to the Project Manager. Homecoming activities went off well. Last weekend there were people that stole a vehicle in Washington County and some of our Townspeople were victims of theft.

Board of Trustees Report:

Mayor Pro-Tem David Herbstman: The link for the vacant trustee was posted on Facebook and the Website. The deadline is 4 pm on October 4<sup>th</sup> to submit an application.

Trustee Bruce Miller went to the Morgan County Economic Development Meeting. There are two new businesses coming in. They are commercial businesses. One will be in Fort Morgan and the other is in Brush. There will be 128 new homes coming in Fort Morgan. There was a tour of the Pawnee Pioneer Trails byway to promote it and this portion of the State. Trustee Bruce Miller said the group talked about childcare. There is a big demand for child care. Tom Acre said that Wiggins has someone wanting to bring childcare into the Wiggins area. They are looking for a place to put it. A new business is looking at 80 acres northeast of Town Hall.

Mayor Jeff Palmer reported that Holyoke is looking at our resolution to make Wiggins an Amendment 2 Sanctuary Town. Manager Acre let the board know that the Sales Tax wasn't on the last report, but has since been added. The budget should show around 66-67% of the budget spent. He was very conservative in the numbers that he reported.

Trustee Mark Strickland wanted to acknowledge that the public works costs look good. Manager Acre thanked him.

Mayor Palmer let the Manager know that the Town Park is looking really good and he deserves a big thank you. Trustee Flax said the income was at 100% already, but we're only 75% of the way through the year so it's looking real good. Mayor Palmer said he appreciates the job Manager Acre has done for all his hard work. Manager Acre wanted to thank Hope Becker for all her hard work with the new town website. Mayor Palmer also thanked the Board in all their hard work as well.

### **PUBLIC COMMENTS**

The Mayor, Jeff Palmer opened for public comments. Jay Stoner was on Zoom. He spoke with Tom Acre about the election and he wanted to know if anyone was for or against the ballot issue.

### **PUBLIC HEARING**

The Mayor, Jeff Palmer, opened a public hearing at 7:55 p.m. and asked for public comments. No comments were made. The public hearing was closed at 7:56 p.m.

The final plat for High Plains Bank located at 401 Central Ave. Planning and Zoning Administrator Hope Becker gave her report on Resolution 30-2021. Sam Creighton the CEO of High Plains Bank came forward to answer any



questions. There were no questions asked. No one signed up to speak or was on Zoom wanting to speak. Public Comments was closed.

**CONSIDERATION OF RESOLUTION NO. 30-2021**

Consideration of Resolution No. 25-2021 - A Resolution Approving the Final Plat for High Plains Bank Located at 401 Central Avenue.

Motion was made by Mayor Pro Tem David Herbstman to approve Resolution No. 30-2021. Seconded by Trustee Mark Strickland. Roll Call: Resolution 30-2021 was unanimously approved.

**CONSIDERATION OF RESOLUTION NO. 31-2021**

Consideration of Resolution No. 31-2021 - A Resolution Approving an Encroachment License Between the Town of Wiggins and High Plains Bank Located at 401 Central Avenue.

Motion was made by Trustee Mark Strickland to approve Resolution No. 31-2021. Seconded by Trustee Bryan Flax. Roll Call: Resolution 26-2021 was unanimously approved.

**CONSIDERATION OF RESOLUTION NO. 32-2021**

Consideration of Resolution No. 32-2021 – A Resolution Providing That Certain Elected and/or Appointed Officials of the Town of Wiggins Shall be Deemed Not to be “Employees” Within the Meaning of the Workers’ Compensation Laws.

Motion was made by Trustee Bryan Flax to approve Resolution No. 32-2021. Seconded by Mayor Pro Tem David Herbstman. Roll Call: Resolution No. 27-2021 was unanimously approved.

**CONSIDERATION OF ORDINANCE NO. 08-2021**

Consideration of Ordinance 08-2021 – An Ordinance Regarding the Town of Wiggins Planning and Zoning Commission.

Motion was made by Trustee Jerry Schwindt, to approve Resolution No. 28-2021. Seconded by Mayor Pro Tem David Herbstman. Roll Call: Resolution No. 28-2021 was unanimously approved.

**ADJOURNMENT**

Mayor Palmer adjourned the meeting at 8:04 pm.

**Respectfully submitted by:**

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Deborah Lee, Town Clerk



## **MINUTES OF MEETING**

### **TOWN OF WIGGINS BOARD OF TRUSTEES SPECIAL MEETING**

October 7, 2021 at 6:00 pm

#### **CALL TO ORDER & ROLL CALL**

A special meeting of the Town Board of Trustees for the Town of Wiggins, Colorado was held on Wednesday, October 7, 2021. Mayor Jeff Palmer called the meeting to order at 6:06 pm. The following answered roll call: Mayor Jeff Palmer, Mayor Pro-Tem David Herbstman and Trustees: Bruce Miller, Bryan Flax, Mark Strickland and Jerry Schwindt were present. Staff present were Tom Acre, Town Manager; Deb Lee, Town Clerk.

#### **APPROVAL OF AGENDA**

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

#### **INTERVIEW OF TRUSTEE APPLICANTS**

Town Manager Acre excused himself to attend another meeting. The Board of Trustees reviewed and discussed questions to ask the applicants. After the questions were selected, the applicants were interviewed. Chad Forbes was interviewed first followed by Chris Franzen. The Trustees discussed details about each applicant and their interview answers. A paper vote was taken. Chris Franzen received 3 votes and Chad Forbes received 3 votes. After additional discussion, the board took a brief break. They returned and another vote was taken. Chad Forbes received 5 votes and Chris Franzen received one vote. Chad Forbes will be appointed to fill the vacant Trustee position. The Town Manager will be directed to contact the applicants with the results.

#### **ADJOURNMENT**

Mayor Palmer adjourned the meeting at 8:15 pm.

**Respectfully submitted by:**

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

Deborah Lee, Town Clerk

Town of Wiggins - Bills Paid  
October 2021

Vendor Name	Description	Amount Paid
Andrea Mora	Volley Totz Refund - Fall 2021	\$45.00
BANK OF THE WEST	Knievel Propert Syching Fund	\$72,265.50
BANK OF THE WEST	Interest on Knievel Prop Loan	\$29,548.56
BANK OF THE WEST	Credi Card Payments	\$5,440.87
BLUE LIGHTNING	Police Dept	\$411.40
BRIAN BECKER	Softball Umpire	\$200.00
CASELLE, INC	Financial Software Support	\$829.00
CHS	Propane	\$1,617.88
CIRSA	Workmans comp	\$7,487.75
CIRSA	GEN PROP LIABILITY INS	\$16,386.19
CO DEPT OF PUBLIC HEALTH & ENV	WWTF & WQCD Permits	\$2,428.00
COLORADO ANALYTICAL LABORATORY	WWTP	\$555.90
COUNTRY HARDWARE	Bleach	\$1,116.98
DEVON HARSHMAN	Umpire	\$50.00
DILLON HARSHMAN	Umpire	\$200.00
EMIL, KIMBERLY A	Municipal Judge Salary	\$312.50
ERICKSON, DOUG	Uniforms	\$631.39
ERICKSON, DOUG	Umpire	\$250.00
Fuzion Field Services	Port-a-potty Kiowa Park	\$109.50
Hayes Poznanovic Korver, LLC	Attorney's Fees Water Rights	\$6,518.00
Invoice Cloud	Monthly Invoice	\$56.80
JARVIS	October 2021 subscription	\$175.00
KAMMERER, WILLIAM M.	Water Shares Lease/Purch Paymt	\$3,510.42
KELLY, PC	Town Attorney - Legal Fees	\$4,264.00
LAW OFFICE OF AMY C. PENFOLD LLC	Attorney Fees	\$510.00
LEAF	Copier Lease	\$159.00
Lee, Deborah	Mileage to CML conference and bank payments	\$347.82
LRE Water	Water Rights Engineering	\$6,221.75
LYONS GADDIS	Legal Fees Water	\$118.00
MORGAN COUNTY QUALITY WATER	3261 ROAD U	\$61.72
MORGAN COUNTY REA	Utilities Electric	\$8,873.83
OUT EAST CONTRACTING, LLC	Recycled Asphalt- 1 load	\$540.00
PITNEY BOWES (LEASE)	Postage Meter Lease	\$174.66
PRAIRE MOUNTAIN MEDIA	Public Notices	\$35.88
REVELATION STEEL, LLC	Steel Angle Iron-PW	\$145.29
RH WATER & WASTEWATER, INC.	Contract Operator Water & WWTF Wet Test	\$2,890.00
ROBERT OLSON	Youth Soccer Clinic 10/2/2021	\$150.00
RUDY'S G.T.O.	Vehicle Repair	\$696.66
SHAYLA LEHR	Scorekeeper/Umpire	\$625.00
STATEWIDE INTERNET PORTAL AUTH	Google Workspace	\$924.00
STUB'S GAS & OIL, INC.	Fuel	\$828.62
TREATMENT TECHNOLOGY	H2O & WWTF Chemicals	\$1,070.90
UNCC	Water & Sewer Locate Notification	\$91.08
VERIZON WIRELESS	Cell Phone Charges	\$452.54
Walker Repair Services	Vehicle Repairs	\$1,439.72

Town of Wiggins - Bills Paid  
October 2021

Vendor Name	Description	Amount Paid
Weldon Valley Ditch Company	Dich Assement & Accounting	\$362.00
WIGGINS FARM AND AUTO SUPPLY	Repairs/Maintenance	\$183.28
WIGGINS SUPER'S 1846	Supplies	\$12.66
WOLF WASTE, LLC	Trash removal	\$249.00
XCEL ENERGY	Utilities-Gas	\$165.84
<b>TOTAL</b>		<b>\$181,739.89</b>

Approved: 

Date: 10/20/2021

# INCIDENT ANALYSIS - DAY

Date 10/07/2021

Time 10:58:38

Report CFS03

Agency Wiggins Police Dept.

Dates 09/01/2021

Thru 09/30/2021

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
Agency: WPD Wiggins Police Dept.								
00500 Burglary	0	3	0	0	0	0	0	3
01100 Fraud	0	0	0	0	1	0	0	1
01400 Vandalism/crim Mischf	0	1	1	0	1	0	0	3
02415 Domestic Violence	0	0	0	0	0	1	0	1
02660 Harass/threat	1	1	0	0	1	0	0	3
02670 Local Ordinance Violation	0	4	0	0	0	0	0	4
02671 Dog At Large	0	1	0	1	2	0	1	5
02700 Susp Pers/veh/inc	0	0	2	0	1	0	0	3
03000 Community Policing	0	0	2	0	1	1	1	5
03010 Assist Other Agency	1	0	3	1	0	2	3	10
03080 Medical Assist	0	2	0	0	2	0	0	4
03100 Welfare Check	1	0	2	1	2	1	1	8
03120 Extra Patrol	5	9	12	4	9	8	10	57
03121 Vacation House Check	0	0	0	0	0	0	1	1
03540 Traffic Accident	0	1	0	0	0	0	0	1
03590 Traffic Ctrl	0	0	0	1	0	0	0	1
03600 Driving Complaint	0	0	0	0	0	1	0	1
03645 Wildlife	0	0	0	0	0	0	1	1
03650 Cat At Large	0	0	0	0	0	1	0	1
03750 Meet Party	0	0	0	0	0	0	1	1
03760 Information	0	0	1	1	0	0	1	3
03770 Return Phone Call	0	0	0	1	0	0	0	1
04000 Alarm	0	0	0	0	1	0	0	1
07520 Motorist Assist	0	0	0	0	0	1	0	1
07530 Traffic Contact	0	0	0	3	10	6	2	21
07580 Vehicle Inspection	0	2	1	4	1	2	0	10
08100 Water	0	0	0	0	1	0	0	1
09000 Fire Investigation LE	0	1	1	0	1	0	0	3
09001 911-Welfare Check	0	0	2	0	1	0	1	4
09900 Follow Up/Investigation	0	6	2	1	2	3	3	17
09902 Civil Issues	0	0	0	0	1	0	0	1
09917 Special Events	0	0	0	1	0	0	0	1
SEO Select Enforce Off Init	0	0	0	4	11	7	2	24
Wiggins Police Dept. Agency Total	8	31	29	23	49	34	28	202
Total	8	31	29	23	49	34	28	202

TOWN OF WIGGINS  
COMBINED CASH INVESTMENT  
SEPTEMBER 30, 2021

COMBINED CASH ACCOUNTS

01-10210	HIGH PLAINS-MAIN CHECKING	3,284,663.66
01-10750	UTILITY CASH CLEARING ACCOUNT	( 116,697.60)
TOTAL COMBINED CASH		3,167,966.06
01-10100	CASH ALLOCATED TO OTHER FUNDS	( 3,245,991.18)
TOTAL UNALLOCATED CASH		( 78,025.12)

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	1,013,202.47
20	ALLOCATION TO WATER ENTERPRISE	661,692.13
30	ALLOCATION TO SEWER ENTERPRISE	1,072,931.80
40	ALLOCATION TO SALES TAX CAPITAL IMPROVEMENT	494,403.39
50	ALLOCATION TO CONSERVATION TRUST	3,761.39
TOTAL ALLOCATIONS TO OTHER FUNDS		3,245,991.18
ALLOCATION FROM COMBINED CASH FUND - 01-10100		( 3,245,991.18)
ZERO PROOF IF ALLOCATIONS BALANCE		.00

TOWN OF WIGGINS  
BALANCE SHEET  
SEPTEMBER 30, 2021

GENERAL FUND

ASSETS

10-10100	CASH IN COMBINED CASH FUND	1,013,202.47	
10-10110	PETTY CASH (T. MANAGER)	44.30	
10-10120	PETTY CASH (T. CLERK)	658.39	
10-10240	CASH IN BANK COMM HALL FUND SA	18,803.58	
10-10250	COLOTRUST FUND	107.09	
10-10260	CASH IN USE TAX FUND	267,277.31	
10-10290	CD 1718--PERFORM DEP GDM DEVEL	253.80	
10-10310	CASH W/ COUNTY TREASURER	18,830.49	
10-10500	PROPERTY TAXES RECEIVABLE	403,665.00	
10-11500	ACCOUNTS RECEIVABLE	102,514.20	
TOTAL ASSETS			1,825,356.63

LIABILITIES AND EQUITY

LIABILITIES

10-20200	ACCOUNTS PAYABLE	32,702.46	
10-22210	DEFERRED PROPERTY TAX	403,665.00	
10-22710	FED/ FICA TAXES PAYABLE	( 32,376.27)	
10-22720	STATE W/H TAXES PAYABLE	7,177.58	
10-22740	POLICE PENSION PAYABLE	3,987.65	
10-22760	DEFERRED COMP CONTRIB PAYABLE	1,299.17	
10-22770	UNEMPLOYMENT PAYABLE	374.35	
10-22820	HEALTH INSURANCE PAYABLE	( 16,192.37)	
10-22825	AFLAC PAYABLE	( 43.36)	
10-22830	LIFE INSURANCE PAYABLE	3.92	
10-22840	VISION INSURANCE PAYABLE	2,354.00	
10-25320	FUND BALANCE	763,048.39	
TOTAL LIABILITIES			1,166,000.52

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD		651,237.54	
BALANCE - CURRENT DATE		651,237.54	
TOTAL FUND EQUITY			651,237.54
TOTAL LIABILITIES AND EQUITY			1,817,238.06



TOWN OF WIGGINS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
10-31100 CURRENT PROPERTY TAX	2,282.54	394,870.75	403,665.00	8,794.25	97.8
10-31200 SPECIFIC OWNERSHIP	5,641.76	25,640.49	18,500.00	( 7,140.49)	138.6
10-31300 1% TOWN SALES TAX	23,739.31	189,425.14	130,000.00	( 59,425.14)	145.7
10-31301 USE TAX	7,920.83	118,486.72	75,000.00	( 43,486.72)	158.0
10-31420 CIGARETTE TAX	306.99	1,537.03	1,000.00	( 537.03)	153.7
10-31810 SEVERENCE TAX	7,996.49	7,996.49	15,000.00	7,003.51	53.3
10-31820 FRANCHISE FEE-MORGAN CTY REA	.00	6,441.00	8,000.00	1,559.00	80.5
10-31821 FRANCHISE FEE-XCEL ENERGY	390.76	7,457.46	8,000.00	542.54	93.2
10-31823 FRANCHISE FEE-WIGGINS TELE	.00	2,445.60	2,200.00	( 245.60)	111.2
10-31900 PENALTIES & INTEREST	87.84	433.02	.00	( 433.02)	.0
10-32110 LIQUOR LICENSE (15%)	.00	157.50	200.00	42.50	78.8
10-32210 BUILDING PERMITS	11,092.42	99,761.77	64,000.00	( 35,761.77)	155.9
10-33410 GRANTS (DOLA CARES ACT)	.00	72,783.13	.00	( 72,783.13)	.0
10-33415 FEDERAL GRANT--ARP	.00	146,159.88	.00	( 146,159.88)	.0
10-33430 MISCELLANEOUS FEES	.00	3,908.93	.00	( 3,908.93)	.0
10-33530 HIGHWAY USERS TAX	11,650.22	41,520.75	32,000.00	( 9,520.75)	129.8
10-33550 ADDITIONAL MOTOR VEHICLE	1,373.98	6,744.27	5,000.00	( 1,744.27)	134.9
10-33800 ROAD & BRIDGE	270.44	45,765.35	28,000.00	( 17,765.35)	163.5
10-34210 SPECIAL POLICE SERVICES	5.00	80.00	.00	( 80.00)	.0
10-34215 VIN INSPECTIONS	120.00	435.00	.00	( 435.00)	.0
10-34220 BUILDING DEVELOPMENT REVIEW	1,118.71	2,368.71	5,000.00	2,631.29	47.4
10-34221 BUILDING INSPECTION PLAN REV	250.00	250.00	.00	( 250.00)	.0
10-34282 PARKS & REC FEES	.00	7,563.69	9,000.00	1,436.31	84.0
10-34284 BASEBALL REG FEES	5,285.00	10,895.00	.00	( 10,895.00)	.0
10-34286 VOLLEYBALL REG FEES	.00	860.00	.00	( 860.00)	.0
10-34287 SOCCER REG FEES	.00	30.00	.00	( 30.00)	.0
10-34289 MISCELLANEOUS ACTIVITY FEES	.00	2,160.00	.00	( 2,160.00)	.0
10-35110 COURT FINES-MUNICIPAL	5,085.00	41,655.00	15,000.00	( 26,655.00)	277.7
10-36000 OTHER MISCELLANEOUS	.00	3,317.45	.00	( 3,317.45)	.0
10-36010 DOG LICENSES/CLINIC	45.00	435.00	300.00	( 135.00)	145.0
10-36011 BUSINESS LICENSES	10.00	4,399.80	1,000.00	( 3,399.80)	440.0
10-36012 CONTRACTOR LICENSES	650.00	1,950.00	1,200.00	( 750.00)	162.5
10-36013 GOLF CART LICENSES	.00	310.00	100.00	( 210.00)	310.0
10-36030 DONATIONS & SPECIAL EVENTS	.00	25.00	.00	( 25.00)	.0
10-36100 INTEREST ON SAVINGS	4.74	14.06	.00	( 14.06)	.0
10-36310 BUILDING & FARM RENT	1,200.00	4,180.00	6,000.00	1,820.00	69.7
10-36420 REFUNDS	.00	6,563.02	.00	( 6,563.02)	.0
10-36500 CONTRIBUTIONS/DONATIONS	177.70	177.70	.00	( 177.70)	.0
10-36501 DONATIONS--SPECIAL EVENTS	.00	1,565.00	.00	( 1,565.00)	.0
10-36511 GRANTS--LEAF	.00	3,940.98	.00	( 3,940.98)	.0
10-36512 GRANTS--DUI	.00	1,739.00	.00	( 1,739.00)	.0
10-36513 GRANTS--TRAINING	.00	2,107.00	.00	( 2,107.00)	.0
 TOTAL FUND REVENUE	 86,704.73	 1,268,556.69	 828,165.00	 ( 440,391.69)	 153.2

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENTAL</u>					
10-410-13 FINANCIAL AUDIT	.00	7,667.17	4,000.00	( 3,667.17)	191.7
10-410-32 PROFESSIONAL SERVICES	276.39	13,774.13	15,000.00	1,225.87	91.8
10-410-34 CODIFICATION	.00	.00	12,000.00	12,000.00	.0
10-410-35 COPIER LEASE	39.75	357.75	477.00	119.25	75.0
10-410-40 EMPLOYEE TRAINING	915.00	1,893.00	5,000.00	3,107.00	37.9
10-410-41 TELEPHONE & INTERNET	81.10	81.10	800.00	718.90	10.1
10-410-42 UTILITIES--ELECTRIC	167.75	2,460.62	3,000.00	539.38	82.0
10-410-43 OFFICE BLDG REPAIRS & MAINT	.00	939.82	4,000.00	3,060.18	23.5
10-410-44 POSTAGE METER LEASE	( 174.66)	651.66	1,400.00	748.34	46.6
10-410-45 UTILITES-GAS	.00	.00	1,200.00	1,200.00	.0
10-410-46 CELL PHONE	.00	650.65	980.00	329.35	66.4
10-410-48 TRASH	.00	.00	270.00	270.00	.0
10-410-52 INSURANCE & BONDS	6,125.07	30,647.11	20,000.00	( 10,647.11)	153.2
10-410-54 ADVERTISING	.00	161.04	500.00	338.96	32.2
10-410-55 POSTAGE & SHIPPING	29.98	1,367.54	1,200.00	( 167.54)	114.0
10-410-58 TRAVEL & MEETINGS	81.16	1,025.79	3,500.00	2,474.21	29.3
10-410-61 OPERATING SUPPLIES	3,013.15	9,541.67	5,600.00	( 3,941.67)	170.4
10-410-68 COPIER EXPENSE	.00	.00	390.00	390.00	.0
10-410-70 IT SUPPORT	.00	313.98	15,000.00	14,686.02	2.1
10-410-71 COMPUTER SOFTWARE	133.40	442.04	3,000.00	2,557.96	14.7
10-410-90 DUES & SUBSCRIPTIONS	.00	402.00	2,500.00	2,098.00	16.1
TOTAL GENERAL GOVERNMENTAL	10,688.09	72,377.07	99,817.00	27,439.93	72.5

ADMINISTRATION DEPARTMENT

10-411-15 ADMINISTRATION DEPT EMPLOYEES	3,495.71	59,784.60	84,636.91	24,852.31	70.6
10-411-20 EMPLOYEE BENEFITS	.00	6,265.16	13,302.72	7,037.56	47.1
10-411-22 FICA & MEDICARE	264.68	4,570.62	6,424.67	1,854.05	71.1
10-411-23 457 RETIREMENT	140.49	( 328.64)	3,394.11	3,722.75	( 9.7)
10-411-25 UNEMPLOYMENT INS	.00	61.01	253.91	192.90	24.0
10-411-26 WORKERS' COMPENSATION	.00	.00	149.60	149.60	.0
10-411-27 EMPLOYEE APPRECIATION	.00	.00	1,000.00	1,000.00	.0
10-411-28 TA VEHICLE STIPEND	.00	.00	1,000.00	1,000.00	.0
TOTAL ADMINISTRATION DEPARTMENT	3,900.88	70,352.75	110,161.92	39,809.17	63.9

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL DEPARTMENT</u>					
10-412-00 CONTRACT-JUDGE	625.00	3,437.50	3,500.00	62.50	98.2
10-412-01 CONTRACT-TOWN PROSECUTOR	510.00	2,625.00	2,500.00	( 125.00)	105.0
10-412-35 COPIER LEASE	23.85	119.25	286.20	166.95	41.7
10-412-41 TELEPHONE & INTERNET	.00	.00	100.00	100.00	.0
10-412-55 POSTAGE	29.98	59.98	200.00	140.02	30.0
10-412-61 OFFICE SUPPLIES	.00	129.08	500.00	370.92	25.8
10-412-68 COPIER EXPENSE	.00	.00	234.00	234.00	.0
10-412-70 IT SUPPORT	.00	.00	1,000.00	1,000.00	.0
10-412-71 COMPUTER SOFTWARE	.00	.00	145.83	145.83	.0
TOTAL JUDICIAL DEPARTMENT	1,188.83	6,370.81	8,466.03	2,095.22	75.3
<u>MAYOR &amp; LEGISLATIVE BOARDS</u>					
10-413-10 MAYOR COMPENSATION	.00	1,600.00	2,400.00	800.00	66.7
10-413-11 BOARD OF TRUSTEES COMPENSATION	.00	1,920.00	2,880.00	960.00	66.7
10-413-12 BOARD OF TRUSTEES APPRECIATION	.00	.00	500.00	500.00	.0
10-413-22 FICA & MEDICARE	.00	269.28	403.92	134.64	66.7
10-413-26 WORKER'S COMPENSATION	.00	.00	140.00	140.00	.0
10-413-40 BOARD OF TRUSTEES TRAINING	.00	.00	3,000.00	3,000.00	.0
10-413-51 E & O INSURANCE	.00	.00	1,850.00	1,850.00	.0
10-413-58 BOARD TRAVEL & MEETINGS	.00	75.98	700.00	624.02	10.9
10-413-90 DUES & SUBSCRIPTIONS	.00	.00	1,000.00	1,000.00	.0
TOTAL MAYOR & LEGISLATIVE BOARDS	.00	3,865.26	12,873.92	9,008.66	30.0
<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>TREASURERS</u>					
10-415-15 COLLECTIONS (TREASURERS FEE)	47.42	8,038.09	6,800.00	( 1,238.09)	118.2
10-415-30 TOWN LEGAL	.00	31,564.00	35,000.00	3,436.00	90.2
10-415-40 REPORTING & PUBLISHING	35.88	389.85	1,200.00	810.15	32.5
TOTAL TREASURERS	83.30	39,991.94	43,000.00	3,008.06	93.0

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY PROGRAMS</u>					
10-419-00 FOURTH OF JULY FESTIVAL	41.34	17,405.65	12,575.00	( 4,830.65)	138.4
10-419-01 WIGGINS OLD TIME CHRISTMAS	.00	8.49	3,900.00	3,891.51	.2
10-419-05 BUSINESS DIST BEAUTIFICATION	.00	641.35	2,000.00	1,358.65	32.1
10-419-20 DONATIONS	.00	1,038.44	2,900.00	1,861.56	35.8
10-419-50 ECONOMIC DEVELOPMENT	40.55	12,669.35	6,600.00	( 6,069.35)	192.0
10-419-53 ECONOMIC DEVELOPMENT-TELEPHONE	.00	321.55	.00	( 321.55)	.0
10-419-99 OTHER MISCELLANEOUS	12.66	215.23	.00	( 215.23)	.0
TOTAL COMMUNITY PROGRAMS	94.55	32,300.06	27,975.00	( 4,325.06)	115.5
<u>POLICE DEPARTMENT</u>					
10-421-04 EQUIPMENT	.00	860.96	9,250.00	8,389.04	9.3
10-421-10 CAPITAL OUTLAY LEASE	.00	16,165.59	.00	( 16,165.59)	.0
10-421-11 SALARIES-COMMAND OFFICERS	.00	450.00	.00	( 450.00)	.0
10-421-15 POLICE SALARIES	5,024.33	114,294.93	163,272.93	48,978.00	70.0
10-421-20 EMPLOYEE BENEFITS	.00	19,458.68	33,256.80	13,798.12	58.5
10-421-22 FICA & MEDICARE	72.22	1,656.78	1,620.00	( 36.78)	102.3
10-421-23 PENSION-FPPA	454.94	10,170.44	16,327.29	6,156.85	62.3
10-421-24 DEATH & DISABILITY-FPPA	32.49	544.99	2,285.82	1,740.83	23.8
10-421-25 UNEMPLOYMENT INSURANCE	.00	117.88	489.82	371.94	24.1
10-421-26 WORKERS' COMPENSATION	.00	.00	7,510.00	7,510.00	.0
10-421-28 FARM HOUSE UTILITIES-GAS & ELC	226.22	2,039.95	750.00	( 1,289.95)	272.0
10-421-29 UNIFORMS	404.77	512.76	2,500.00	1,987.24	20.5
10-421-30 PROFESSIONAL LEGAL SERVICES	.00	.00	1,000.00	1,000.00	.0
10-421-35 COPIER LEASE	7.95	39.75	95.40	55.65	41.7
10-421-40 TRAINING	.00	2,497.01	2,100.00	( 397.01)	118.9
10-421-41 TELEPHONE & INTERNET	205.12	205.12	700.00	494.88	29.3
10-421-42 COM CENTER PHONE LINE	37.95	444.52	1,821.10	1,376.58	24.4
10-421-43 REPAIRS AND MAINTENANCE (AUTO)	1,447.72	4,335.13	5,525.00	1,189.87	78.5
10-421-44 UTILITIES-ELECTRIC	.00	773.45	750.00	( 23.45)	103.1
10-421-45 UTILITIES-GAS	.00	.00	400.00	400.00	.0
10-421-46 CELL PHONE	.00	1,482.57	1,650.00	167.43	89.9
10-421-48 TRASH	.00	.00	270.00	270.00	.0
10-421-49 OTHER MISCELLANEOUS	.00	673.30	100.00	( 573.30)	673.3
10-421-52 INSURANCE & BONDS	6,234.12	22,711.15	16,500.00	( 6,211.15)	137.6
10-421-55 PRINTING	.00	.00	600.00	600.00	.0
10-421-60 SPECIAL DETAIL SERVICES	.00	46.80	.00	( 46.80)	.0
10-421-61 OFFICE/GEN OPERATING SUPPLIES	.00	353.67	2,125.00	1,771.33	16.6
10-421-62 FUEL	.00	6,584.60	7,000.00	415.40	94.1
10-421-64 CRIME PREVENTION	.00	363.91	850.00	486.09	42.8
10-421-68 COPIER EXPENSE	.00	.00	78.00	78.00	.0
10-421-70 IT SUPPORT	.00	.00	2,500.00	2,500.00	.0
10-421-71 COMPUTER SOFTWARE	.00	1,330.00	627.66	( 702.34)	211.9
10-421-85 ANIMAL CONTROL	.00	56.30	700.00	643.70	8.0
TOTAL POLICE DEPARTMENT	14,147.83	208,170.24	282,654.82	74,484.58	73.7

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BUILDING INSPECTION DEPARTMENT</u>					
10-424-20 BUILDING INSPECTIONS MATERIALS	.00	7.98	850.00	842.02	.9
10-424-30 DEVELOPMENT REVIEW MISC EXP	.00	2,475.00	5,000.00	2,525.00	49.5
10-424-40 EMPLOYEE TRAINING	.00	.00	1,500.00	1,500.00	.0
TOTAL BUILDING INSPECTION DEPARTMEN	.00	2,482.98	7,350.00	4,867.02	33.8
<u>PUBLIC WORKS ADMINISTRATION</u>					
10-430-11 SALARY - PW MAINTENANCE(1)	666.00	5,066.58	.00	( 5,066.58)	.0
10-430-15 SALARY-PW SEASONAL (MOWING)	76.27	5,409.99	6,797.79	1,387.80	79.6
10-430-16 PW EMPLOYEES-FULL TIME	1,908.40	40,001.09	53,434.35	13,433.26	74.9
10-430-20 EMPLOYEE BENEFITS - PW	.00	7,106.29	13,857.00	6,750.71	51.3
10-430-22 FICA & MEDICARE	189.63	3,629.52	4,493.01	863.49	80.8
10-430-23 457 RETIREMENT	57.25	1,076.59	1,603.03	526.44	67.2
10-430-25 UNEMPLOYMENT INSURANCE - PW	2.23	83.67	180.70	97.03	46.3
10-430-26 WORKERS' COMPENSATION - PW	.00	.00	8,250.00	8,250.00	.0
TOTAL PUBLIC WORKS ADMINISTRATION	2,899.78	62,373.73	88,615.88	26,242.15	70.4

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS &amp; STREETS DEPT</u>					
10-431-00 UNIFORMS - PW	.00	213.24	3,500.00	3,286.76	6.1
10-431-10 CAPITAL LEASE	.00	.00	16,200.00	16,200.00	.0
10-431-20 REPAIRS-EQUIPMENT & VEHICLES	2,407.94	7,959.33	9,500.00	1,540.67	83.8
10-431-21 STREETS-SIGNS & MATERIAL	20.36	3,633.92	3,000.00	( 633.92)	121.1
10-431-22 REPAIRS & MAINTENANCE-STREETS	371.03	3,725.54	20,000.00	16,274.46	18.6
10-431-23 EQUIPMENT RENTAL	.00	.00	200.00	200.00	.0
10-431-35 COPIER LEASE	7.95	39.75	95.40	55.65	41.7
10-431-39 GIS	.00	279.00	250.00	( 29.00)	111.6
10-431-40 EMPLOYEE TRAINING	.00	.00	2,500.00	2,500.00	.0
10-431-41 UTILITIES - ELECTRIC	190.60	3,519.99	1,500.00	( 2,019.99)	234.7
10-431-43 BUIDING MAINT	668.12	7,315.38	3,000.00	( 4,315.38)	243.9
10-431-45 UTILITIES-GAS	.00	.00	1,200.00	1,200.00	.0
10-431-46 CELL PHONE	.00	121.74	975.00	853.26	12.5
10-431-47 TELEPHONE & INTERNET	121.65	121.65	800.00	678.35	15.2
10-431-48 TRASH	.00	.00	540.00	540.00	.0
10-431-52 INSURANCE - PW	6,257.16	18,831.95	9,611.49	( 9,220.46)	195.9
10-431-60 STREET LIGHTING - PW	868.95	7,858.05	9,600.00	1,741.95	81.9
10-431-61 OFFICE SUPPLIES	.00	258.82	1,400.00	1,141.18	18.5
10-431-62 FUEL - PW	.00	1,947.19	7,000.00	5,052.81	27.8
10-431-63 CONTRACT REFUSE REMOVAL - PW	249.00	2,488.00	2,000.00	( 488.00)	124.4
10-431-64 LEVEE REPAIR & MAINT	.00	378.15	1,500.00	1,121.85	25.2
10-431-65 TREE PROGRAM	.00	.00	1,500.00	1,500.00	.0
10-431-66 PEST/WEED CONTROL - PW	334.58	1,889.26	1,600.00	( 289.26)	118.1
10-431-68 COPIER EXPENSE	.00	.00	78.00	78.00	.0
10-431-70 IT SUPPORT	.00	.00	2,500.00	2,500.00	.0
10-431-71 COMPUTER SOFTWARE	.00	.00	423.66	423.66	.0
10-431-74 EQUIPMENT- CAPITAL OUTLAY	.00	91.85	2,250.00	2,158.15	4.1
10-431-99 OTHER MISCELLANEOUS - PW	376.89	2,109.69	.00	( 2,109.69)	.0
TOTAL PUBLIC WORKS & STREETS DEPT	11,874.23	62,782.50	102,723.55	39,941.05	61.1
<u>DEPARTMENT 432</u>					
10-432-59 STORMWATER ENGINEERING/DESIGN	.00	6,861.62	.00	( 6,861.62)	.0
TOTAL DEPARTMENT 432	.00	6,861.62	.00	( 6,861.62)	.0

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARK &amp; RECREATION</u>					
10-451-10 CONTRACT LABOR	.00	.00	1,500.00	1,500.00	.0
10-451-11 SALARIES - P&R DIRECTOR (SEAS)	.00	1,213.08	.00	( 1,213.08)	.0
10-451-12 SALARIES - SUMMER HELP (SEAS)	487.09	7,651.82	2,937.60	( 4,714.22)	260.5
10-451-22 FICA P&R	37.27	678.27	219.14	( 459.13)	309.5
10-451-25 UNEMPLOYMENT INSURANCE	1.46	26.64	8.82	( 17.82)	302.0
10-451-26 WORKERS' COMPENSATION	.00	.00	1,500.00	1,500.00	.0
10-451-30 SPECIAL EVENTS - P&R	.00	137.39	1,000.00	862.61	13.7
10-451-38 CELL PHONE	.00	325.14	490.00	164.86	66.4
10-451-39 TELEPHONE & INTERNET	40.55	828.10	1,200.00	371.90	69.0
10-451-41 UTILITIES - ELECTRIC	756.90	6,968.75	6,600.00	( 368.75)	105.6
10-451-43 PARK REPAIR AND MAINTENANCE	91.14	10,122.31	10,000.00	( 122.31)	101.2
10-451-44 CAPITAL OUTLAY - PARKS	.00	2,049.40	.00	( 2,049.40)	.0
10-451-48 TRASH	.00	.00	800.00	800.00	.0
10-451-52 INSURANCE - P&R	299.51	299.51	.00	( 299.51)	.0
10-451-61 OPERATING SUPPLIES - P&R	433.77	4,535.68	1,500.00	( 3,035.68)	302.4
10-451-62 PARKS & RECREATION PROGRAMS	1,865.71	12,354.50	9,000.00	( 3,354.50)	137.3
10-451-83 SOFTBALL	.00	11.99	.00	( 11.99)	.0
10-451-89 MISC ACTIVITY	.00	54.95	.00	( 54.95)	.0
10-451-90 UNIFORMS & EQUIPMENT P&R	.00	2,089.05	.00	( 2,089.05)	.0
10-451-91 MISC FEES	.00	.00	500.00	500.00	.0
10-451-92 PARK CONCESSION EXPENSE	.00	43.61	1,200.00	1,156.39	3.6
TOTAL PARK & RECREATION	4,013.40	49,390.19	38,455.56	( 10,934.63)	128.4
TOTAL FUND EXPENDITURES	48,890.89	617,319.15	825,093.68	207,774.53	74.8
NET REVENUE OVER EXPENDITURES	37,813.84	651,237.54	3,071.32	( 648,166.22)	21203.

TOWN OF WIGGINS  
BALANCE SHEET  
SEPTEMBER 30, 2021

WATER ENTERPRISE

ASSETS

20-10100	CASH IN COMBINED CASH FUND	661,692.13	
20-10120	CASH ON HAND	50.00	
20-10210	WATER ENTERPRISE CLEARING ACCT	7,603.69	
20-10250	COLOTRUST-WATER FUND	107.09	
20-10251	HIGH PLAINS WATER ENTPR FUND	182,671.58	
20-10260	COLOTRUST - DEVELOPMENT FEES	107.16	
20-10261	2011 USDA DEBT SERV RESERVE	101,207.37	
20-10262	2013 USDA DEBT SERV RESERVE	154,493.56	
20-10270	COLOTRUST-WATER BOND ACCOUNT	22.11	
20-10271	63.23% BOTW DEBT SERVICE	20,362.48	
20-10273	2020 BOTW LOAN--SINKING FUND	245,428.10	
20-10280	COLOTRUST-WATER BOND RESERVE	108.09	
20-10281	BANK OF THE WEST WTR RESRVS	21,295.09	
20-10282	2020 BOTW LOAN--D.S. RESERVE	255,883.59	
20-10290	OPERATION & MAINTENANCE FUND	107.15	
20-11500	ACCOUNTS RECEIVABLE	105,672.74	
20-14000	CWCB LOAN PROCEEDS ESCROW	1,133,775.50	
20-16100	LAND	661,549.57	
20-16200	WATER RIGHTS	4,916,334.11	
20-16300	CONSTRUCTION IN PROGRESS	46,000.00	
20-16400	PLANT EQUIPMENT	7,346,946.20	
20-16401	OTHER EQUIPMENT	28,834.06	
20-16410	ACCUMULATED DEPRECIATION	( 1,642,525.25)	
	TOTAL ASSETS		14,247,726.12

LIABILITIES AND EQUITY

LIABILITIES

20-20200	ACCOUNTS PAYABLE	87,194.21	
20-20300	ACCRUED COMPENSATED ABSENCES	3,946.96	
20-20301	ACCR'D COMP ABS--CURR. PORTION	986.74	
20-20400	ACCRUED INTEREST PAYABLE	137,407.82	
20-22530	2013 USDA	481,333.12	
20-22540	REVENUE BOND PAYABLE-REA	2,783,729.68	
20-22550	BOTW LOAN--63.23% WATER	1,827,739.03	
20-22600	CAPITAL LEASES PAYABLE	262,928.57	
20-22650	2017 CWCB NOTE PAYABLE	2,408,850.00	
20-22900	CUSTOMER DEPOSIT LIABILITY	27,581.00	
	TOTAL LIABILITIES		8,021,697.13

FUND EQUITY

20-27900	RETAINED EARNINGS	5,834,246.68	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	350,167.18	
	BALANCE - CURRENT DATE	350,167.18	



TOWN OF WIGGINS  
BALANCE SHEET  
SEPTEMBER 30, 2021

WATER ENTERPRISE

TOTAL FUND EQUITY	6,184,413.86
TOTAL LIABILITIES AND EQUITY	14,206,110.99

TOWN OF WIGGINS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
20-34000 WATER SALES	.00	537,115.71	615,000.00	77,884.29	87.3
20-34001 CUSTOMER DEPOSITS	890.00	33,270.00	45,000.00	11,730.00	73.9
20-34002 BULK WATER SALES/DEPOSITS	534.70 (	12,772.30)	3,000.00	15,772.30	(425.7)
20-34440 TAP FEES & ACQUISITION FEES	46,000.00	477,500.00	500,000.00	22,500.00	95.5
20-34450 MISCELLANEOUS WATER INCOME	1,568.39	18,387.39	5,000.00 (	13,387.39)	367.8
20-36000 WATER DEVELOPMENT CONTRIBUTION	.00	100.27	.00 (	100.27)	.0
20-36001 RENTAL INCOME	.00	15,003.90	10,000.00 (	5,003.90)	150.0
20-36100 INTEREST EARNED	110.49	327.76	.00 (	327.76)	.0
 TOTAL FUND REVENUE	 49,103.58	 1,068,932.73	 1,178,000.00	 109,067.27	 90.7

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROFESSIONAL SERVICES</u>					
20-410-13 FINANCIAL AUDIT	.00	3,833.58	4,000.00	166.42	95.8
20-410-30 LEGAL SERVICE	118.00	1,848.50	5,000.00	3,151.50	37.0
20-410-31 WATER RIGHTS EXPENSES	100.00	83,906.81	95,000.00	11,093.19	88.3
20-410-32 PROFESSIONAL SERVICES	288.81	97,402.42	135,000.00	37,597.58	72.2
20-410-33 POSTAGE	269.81	1,840.37	2,000.00	159.63	92.0
20-410-34 WATER DEPOSIT REFUND	.00	256.33	1,000.00	743.67	25.6
20-410-38 PROFESSIONAL SERVICES	.00	11,524.50	10,000.00	( 1,524.50)	115.3
20-410-40 TRAVEL, MEETINGS, & TRAINING	.00	110.30	4,000.00	3,889.70	2.8
20-410-59 DESIGN/SYSTEM ENGINEERING	271.50	5,144.00	100,000.00	94,856.00	5.1
TOTAL PROFESSIONAL SERVICES	1,048.12	205,866.81	356,000.00	150,133.19	57.8
<u>WATER ADMINISTRATION</u>					
20-411-12 EMPLOYEE SALARY-ADMINISTRATION	2,773.05	48,988.23	66,943.20	17,954.97	73.2
20-411-20 EMPLOYEE BENEFITS	.00	4,641.68	9,977.04	5,335.36	46.5
20-411-22 FICA & MEDICARE	208.93	3,699.38	4,993.96	1,294.58	74.1
20-411-23 457 RETIREMENT	124.76	2,120.92	3,005.80	884.88	70.6
20-411-25 UNEMPLOYMENT INSURANCE	.00	47.46	200.83	153.37	23.6
20-411-26 WORKERS' COMPENSATION	.00	.00	145.20	145.20	.0
20-411-72 UTILITY BILLING SOFTWARE EXP	.00	.00	2,920.00	2,920.00	.0
TOTAL WATER ADMINISTRATION	3,106.74	59,497.67	88,186.03	28,688.36	67.5
<u>PUBLIC WORKS ADMINISTRATION</u>					
20-430-11 SALARY-PW MAINTENANCE	954.20	22,415.26	37,640.43	15,225.17	59.6
20-430-15 EMPL SALARY-PW P/T SEASONAL	.00	.00	4,242.54	4,242.54	.0
20-430-20 EMPLOYEE BENEFITS	.00	4,337.85	8,868.48	4,530.63	48.9
20-430-22 FICA & MEDICARE	66.42	1,598.20	3,124.47	1,526.27	51.2
20-430-23 457 RETIREMENT	28.63	577.39	1,129.21	551.82	51.1
20-430-25 UNEMPLOYMENT INSURANCE	.00	30.18	125.65	95.47	24.0
20-430-26 WORKERS' COMPENSATION	.00	.00	3,345.00	3,345.00	.0
TOTAL PUBLIC WORKS ADMINISTRATION	1,049.25	28,958.88	58,475.78	29,516.90	49.5
<u>SUPPLIES</u>					
20-431-20 REPAIRS-EQUIPMENT & VEHICLES	.00	10.98	.00	( 10.98)	.0
20-431-22 EQUIPMENT REPAIRS AND MAINT	.00	604.97	5,000.00	4,395.03	12.1
20-431-62 FUEL	.00	4,168.37	5,500.00	1,331.63	75.8
20-431-74 EQUIPMENT R&M	.00	11.99	.00	( 11.99)	.0
20-431-75 VEHICLE REPAIR	.00	4,159.36	5,000.00	840.64	83.2
TOTAL SUPPLIES	.00	8,955.67	15,500.00	6,544.33	57.8

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

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
20-432-30 CONTRACT OPERATOR	978.00	5,487.96	5,000.00	( 487.96)	109.8
20-432-35 COPIER LEASE	39.75	198.75	477.00	278.25	41.7
20-432-37 ANALYTICAL/SAMPLING EXPENSE	1,734.00	9,321.56	10,000.00	678.44	93.2
20-432-39 GIS	.00	1,125.00	1,125.00	.00	100.0
20-432-40 TELEPHONE & INTERNET	32.04	32.04	800.00	767.96	4.0
20-432-41 UTILITIES-ELECTRIC	5,411.96	48,792.84	65,000.00	16,207.16	75.1
20-432-45 UTILITIES-GAS	.00	3,348.61	500.00	( 2,848.61)	669.7
20-432-46 CELL PHONE	.00	.00	764.10	764.10	.0
20-432-48 TRASH	.00	.00	100.00	100.00	.0
20-432-49 UTILITIES-PROPANE	1,617.88	1,699.31	4,500.00	2,800.69	37.8
20-432-50 PERMIT FEES	.00	220.00	1,000.00	780.00	22.0
20-432-52 INSURANCE AND BONDS	2,598.48	9,189.31	10,000.00	810.69	91.9
20-432-53 BOOSTER STATION MAINTENANCE	.00	10,195.08	20,000.00	9,804.92	51.0
20-432-54 WATER MAIN INSTALLATION EXP	.00	5,389.31	7,500.00	2,110.69	71.9
20-432-55 METER INSTALL EXPENSE	296.27	23,281.89	20,000.00	( 3,281.89)	116.4
20-432-56 MAINTENANCE (PLANT) RO	62.24	1,513.35	70,000.00	68,486.65	2.2
20-432-57 TREATMENT/OPERATING SUPPLIES	541.10	2,769.53	7,500.00	4,730.47	36.9
20-432-59 WATER WELL MAINTENANCE	485.72	496.71	1,000.00	503.29	49.7
20-432-61 OFFICE SUPPLIES	.00	795.33	1,500.00	704.67	53.0
20-432-68 COPIER EXPENSE	.00	.00	390.00	390.00	.0
20-432-70 IT SUPPORT	.00	.00	500.00	500.00	.0
20-432-73 CAPITAL OUTLAY	.00	.00	50,000.00	50,000.00	.0
20-432-75 SYSTEM REPAIR & MAINTENANCE	2,286.31	6,145.23	.00	( 6,145.23)	.0
20-432-85 WATER LEASES	.00	64,275.00	70,000.00	5,725.00	91.8
20-432-87 EQUIPMENT	.00	1,861.50	5,000.00	3,138.50	37.2
20-432-99 OTHER MISCELLANEOUS EXPENSE	.00	1,503.96	1,000.00	( 503.96)	150.4
TOTAL OPERATIONS	16,083.75	197,642.27	358,656.10	161,013.83	55.1
<u>DEBT SERVICE</u>					
20-471-09 LOAN PMT-CWCB	.00	.00	45,000.00	45,000.00	.0
20-471-11 LOAN PAYMENT-USDA	.00	73,536.00	147,000.00	73,464.00	50.0
20-471-12 LEASE/PURCHASE PAYMTS-KAMMERER	7,020.84	28,083.36	42,162.00	14,078.64	66.6
20-471-13 TRANSFER TO WATER RESERVE ACCT	.00	36,132.75	26,000.00	( 10,132.75)	139.0
20-471-14 LOAN PYMT BANK OF THE WEST	( 3,909.28)	80,092.14	172,000.00	91,907.86	46.6
TOTAL DEBT SERVICE	3,111.56	217,844.25	432,162.00	214,317.75	50.4
TOTAL FUND EXPENDITURES	24,399.42	718,765.55	1,308,979.91	590,214.36	54.9
NET REVENUE OVER EXPENDITURES	24,704.16	350,167.18	( 130,979.91)	( 481,147.09)	267.3

TOWN OF WIGGINS  
BALANCE SHEET  
SEPTEMBER 30, 2021

SEWER ENTERPRISE

ASSETS

30-10100	CASH IN COMBINED CASH FUND	1,072,931.80	
30-10250	COLOTRUST FUND	107.09	
30-10251	HIGH PLAINS SEWER ENTPR FUND	63,605.46	
30-10260	COLOTRUST SEWER PROJECT	107.09	
30-10271	36.77% BOTW DEBT SERVICE	11,779.78	
30-10273	2020 BOTW LOAN--SIINKING FUND	188,084.90	
30-10282	2020 BOTW LOAN--D.S. RESERVE	148,803.41	
30-10290	CD 1726--STORM SEWER WGNS SCH	12,131.28	
30-11500	ACCOUNTS RECEIVABLE	27,518.66	
30-16100	LAND	821,659.00	
30-16200	BUILDINGS	130,310.00	
30-16300	CONSTRUCTION IN PROGRESS	22,867.50	
30-16400	EQUIPMENT	2,118,488.31	
30-16401	OTHER EQUIPMENT	25,098.72	
30-16410	ACCUMULATED DEPRECIATION-EQ	( 717,624.34)	
	TOTAL ASSETS		3,925,868.66

LIABILITIES AND EQUITY

LIABILITIES

30-20200	ACCOUNTS PAYABLE	9,023.40	
30-20300	ACCRUED COMPENSATED ABSENCES	3,946.96	
30-20301	ACCR'D COMP ABS--CURR. PORTION	986.74	
30-20400	ACCRUED INTEREST PAYABLE	11,663.59	
30-22550	BOTH 36.77% SEWER LOAN	1,062,880.97	
30-22900	CUSTOMER DEPOSIT LIABILITY	8,246.00	
30-22905	DEVELOPER PERFORMANCE DEPOSIT	11,750.00	
	TOTAL LIABILITIES		1,108,497.66

FUND EQUITY

30-27900	RETAINED EARNINGS	2,656,012.75	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	129,770.25	
	BALANCE - CURRENT DATE	129,770.25	
	TOTAL FUND EQUITY		2,785,783.00
	TOTAL LIABILITIES AND EQUITY		3,894,280.66

TOWN OF WIGGINS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
30-33420 DOLA GRANT	.00	.00	155,000.00	155,000.00	.0
30-34000 SEWER SALES	.00	159,682.06	200,000.00	40,317.94	79.8
30-34001 CUSTOMER DEPOSITS	1,572.57	40,302.57	2,500.00	( 37,802.57)	1612.1
30-34440 TAP FEES	24,000.00	216,000.00	250,000.00	34,000.00	86.4
30-36100 INTEREST EARNED	16.03	47.55	.00	( 47.55)	.0
30-39110 TRANSFER FROM SALES TAX FUND	.00	.00	85,000.00	85,000.00	.0
TOTAL FUND REVENUE	25,588.60	416,032.18	692,500.00	276,467.82	60.1

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROFESSIONAL SERVICES</u>					
30-410-13 FINANCIAL AUDIT	.00	3,833.58	3,200.00	( 633.58)	119.8
30-410-30 LEGAL SERVICE	.00	.00	6,500.00	6,500.00	.0
30-410-32 PROFESSIONAL SERVICES	288.80	14,122.48	10,000.00	( 4,122.48)	141.2
30-410-33 POSTAGE	269.80	1,873.69	1,500.00	( 373.69)	124.9
30-410-34 SEWER DEPOSIT REFUND	.00	.00	500.00	500.00	.0
30-410-35 COPIER LEASE	39.75	198.75	477.00	278.25	41.7
30-410-40 TRAINING	.00	495.17	3,000.00	2,504.83	16.5
30-410-67 OFFICE SUPPLIES	.00	18.48	500.00	481.52	3.7
30-410-68 COPIER EXPENSE	.00	.00	390.00	390.00	.0
TOTAL PROFESSIONAL SERVICES	598.35	20,542.15	26,067.00	5,524.85	78.8
<u>SEWER ADMINISTRATION</u>					
30-411-14 EMPL SALARY'S-ADMINISTRATION	2,773.04	48,988.07	66,943.20	17,955.13	73.2
30-411-20 EMPLOYEE BENEFITS	.00	4,641.61	9,977.04	5,335.43	46.5
30-411-22 FICA & MEDICARE	208.91	3,699.11	4,993.96	1,294.85	74.1
30-411-23 457 RETIREMENT	124.75	2,120.75	3,005.80	885.05	70.6
30-411-25 UNEMPLOYMENT INSURANCE	.00	47.45	200.83	153.38	23.6
30-411-26 WORKERS' COMPENSATION	.00	.00	145.20	145.20	.0
30-411-70 IT SUPPORT	.00	.00	250.00	250.00	.0
30-411-72 UTILITY SOFTWARE EXP	.00	.00	2,920.00	2,920.00	.0
TOTAL SEWER ADMINISTRATION	3,106.70	59,496.99	88,436.03	28,939.04	67.3
<u>PUBLIC WORKS ADMINISTRATION</u>					
30-430-11 SALARY-PW MAINTENANCE	.00	1,327.77	.00	( 1,327.77)	.0
30-430-12 SALARY-PW MAINTENANCE	954.20	22,352.93	45,290.88	22,937.95	49.4
30-430-13 EMPL SALARY-PW P/T SEASONAL	366.73	3,614.16	4,242.54	628.38	85.2
30-430-20 EMPLOYEE BENEFITS	.00	4,337.85	10,531.32	6,193.47	41.2
30-430-22 FICA & MEDICARE	94.46	1,971.73	3,695.19	1,723.46	53.4
30-430-23 457 RETIREMENT	28.62	577.34	1,358.73	781.39	42.5
30-430-25 UNEMPLOYMENT	1.10	44.76	148.60	103.84	30.1
30-430-26 WORKERS' COMPENSATION	.00	7,487.75	2,625.00	( 4,862.75)	285.3
TOTAL PUBLIC WORKS ADMINISTRATION	1,445.11	41,714.29	67,892.26	26,177.97	61.4

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WWTP</u>					
30-431-22 EQUIPMENT MTNCE & REPAIRS	119.98	142.97	20,000.00	19,857.03	.7
30-431-41 UTILITIES-ELECTRIC	.00	.00	11,000.00	11,000.00	.0
30-431-45 UTILITIES-GAS	.00	.00	400.00	400.00	.0
30-431-48 TRASH	.00	.00	876.00	876.00	.0
30-431-51 WWTP ENGINEERING & CONTINGENCY	.00	3,300.00	.00	( 3,300.00)	.0
30-431-59 ENGINEERING DESIGN	.00	13,082.50	5,000.00	( 8,082.50)	261.7
30-431-62 FUEL	.00	2,830.01	3,500.00	669.99	80.9
30-431-74 CAPITAL OUTLAY WWTP	.00	22,648.65	60,000.00	37,351.35	37.8
30-431-75 VEHICLE REPAIRS	.00	2,659.16	5,000.00	2,340.84	53.2
TOTAL WWTP	119.98	44,663.29	105,776.00	61,112.71	42.2
<u>OPERATIONS</u>					
30-432-00 LINE MAINTENANCE	.00	720.00	12,000.00	11,280.00	6.0
30-432-30 CONTRACT OPERATOR	978.00	5,487.95	5,000.00	( 487.95)	109.8
30-432-39 COMPUTER SOFTWARE-GIS	.00	1,125.00	1,125.00	.00	100.0
30-432-41 UTILITIES(ELECTRIC)	1,919.86	22,411.91	11,000.00	( 11,411.91)	203.7
30-432-42 TELEPHONE/INTERNET	.00	.00	800.00	800.00	.0
30-432-45 UTILITIES --GAS	.00	.00	100.00	100.00	.0
30-432-46 CELL PHONE	.00	.00	764.10	764.10	.0
30-432-50 PERMIT FEES	.00	.00	1,650.00	1,650.00	.0
30-432-51 ANALYTICAL/SAMPLING EXPENSE	75.60	75.60	4,500.00	4,424.40	1.7
30-432-52 INSURANCE AND BONDS	2,224.09	8,814.87	12,668.40	3,853.53	69.6
30-432-53 SEWER CLEANING/VIDEO	.00	4,130.02	15,000.00	10,869.98	27.5
30-432-55 GENERAL MAINT CENT LIFT ST	.00	625.00	1,000.00	375.00	62.5
30-432-56 GENERAL MAINT OF PLANT	33.48	1,086.99	2,500.00	1,413.01	43.5
30-432-57 GENERAL MAINT JOHNSON LT ST	.00	625.00	2,000.00	1,375.00	31.3
30-432-58 STORM WATER-LIFT STATION	.00	5,560.00	1,000.00	( 4,560.00)	556.0
30-432-59 ENGINEERING DESIGN	.00	2,259.84	15,000.00	12,740.16	15.1
30-432-60 TREATMENT OPERATIONS	1,412.14	11,407.97	12,000.00	592.03	95.1
30-432-61 OFFICE SUPPLIES	.00	599.63	1,500.00	900.37	40.0
30-432-75 CAPITAL OUTLAY - LINES	.00	11,094.00	331,730.00	320,636.00	3.3
30-432-99 OTHER MISCELLANEOUS EXPENSE	.00	98.68	1,000.00	901.32	9.9
TOTAL OPERATIONS	6,643.17	76,122.46	432,337.50	356,215.04	17.6
<u>DEBT SERVICE</u>					
30-471-13 LOAN PMT-BANK OF THE WEST	14,774.28	65,401.88	150,000.00	84,598.12	43.6
30-471-14 LOAN PAYMENT-USDA	( 10,865.00)	( 21,679.13)	.00	21,679.13	.0
TOTAL DEBT SERVICE	3,909.28	43,722.75	150,000.00	106,277.25	29.2
TOTAL FUND EXPENDITURES	15,822.59	286,261.93	870,508.79	584,246.86	32.9



TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	9,766.01	129,770.25	( 178,008.79)	( 307,779.04)	72.9

TOWN OF WIGGINS  
BALANCE SHEET  
SEPTEMBER 30, 2021

SALES TAX CAPITAL IMPROVEMENT

ASSETS

40-10100	CASH IN COMBINED CASH FUND	494,403.39	
40-10250	COLOTRUST FUND	107.09	
40-10251	HIGH PLAINS 1% TAX FUND	15,170.31	
40-11500	ACCOUNTS RECEIVABLE	36,453.77	
	TOTAL ASSETS		546,134.56

LIABILITIES AND EQUITY

LIABILITIES

40-25320	FUND BALANCE	364,158.89	
	TOTAL LIABILITIES		364,158.89

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	182,069.70	
	BALANCE - CURRENT DATE	182,069.70	
	TOTAL FUND EQUITY		182,069.70
	TOTAL LIABILITIES AND EQUITY		546,228.59

TOWN OF WIGGINS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

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	23,739.31	182,064.02	130,000.00	( 52,064.02)	140.1
40-36100	INTEREST EARNED	.63	5.68	12.00	6.32	47.3
	TOTAL FUND REVENUE	<u>23,739.94</u>	<u>182,069.70</u>	<u>130,012.00</u>	<u>( 52,057.70)</u>	<u>140.0</u>

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

SALES TAX CAPITAL IMPROVEMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL PROJECTS</u>					
40-430-00 CAPITAL PROJECTS - SEWER	.00	.00	85,000.00	85,000.00	.0
TOTAL CAPITAL PROJECTS	.00	.00	85,000.00	85,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	85,000.00	85,000.00	.0
NET REVENUE OVER EXPENDITURES	23,739.94	182,069.70	45,012.00	( 137,057.70)	404.5

TOWN OF WIGGINS  
BALANCE SHEET  
SEPTEMBER 30, 2021

CONSERVATION TRUST

ASSETS

50-10100	CASH IN COMBINED CASH FUND	3,761.39	
50-10250	COLOTRUST FUND	107.09	
50-10251	HIGH PLAINS CNSRVTN TRST FUND	14,216.21	
	TOTAL ASSETS		18,084.69

LIABILITIES AND EQUITY

LIABILITIES

50-25320	FUND BALANCE	10,648.70	
	TOTAL LIABILITIES		10,648.70

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:  
REVENUE OVER EXPENDITURES - YTD

10,638.54

BALANCE - CURRENT DATE

10,638.54

TOTAL FUND EQUITY

10,638.54

TOTAL LIABILITIES AND EQUITY

21,287.24

TOWN OF WIGGINS  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

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)	3,202.55	10,627.91	.00	( 10,627.91)	.0
50-36100 INTEREST EARNED	3.58	10.63	5,500.00	5,489.37	.2
	<u>3,206.13</u>	<u>10,638.54</u>	<u>5,500.00</u>	<u>( 5,138.54)</u>	<u>193.4</u>
TOTAL FUND REVENUE					

TOWN OF WIGGINS  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2021

CONSERVATION TRUST

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>ADMINISTRATION</u>					
50-411-11	GROUNDSKEEPER SALARY	.00	.00	7,344.00	7,344.00	.0
50-411-22	FICA	.00	.00	547.86	547.86	.0
	TOTAL ADMINISTRATION	.00	.00	7,891.86	7,891.86	.0
	<u>PARK OPERATIONS</u>					
50-452-60	REPAIRS AND MAINTENANCE	.00	.00	1,500.00	1,500.00	.0
	TOTAL PARK OPERATIONS	.00	.00	1,500.00	1,500.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	9,391.86	9,391.86	.0
	NET REVENUE OVER EXPENDITURES	3,206.13	10,638.54	( 3,891.86)	( 14,530.40)	273.4



## **STAFF REPORT**

**Board of Trustees Meeting  
October 27, 2021**

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**DATE:** October 23, 2021

**AGENDA ITEM NUMBER:** 5

**TOPIC:** **Public Hearing** -Consideration of Resolution No. 33-2021- Consideration of a Special Review Use located at 221 Main Street, Wiggins, CO

**STAFF MEMBER RESPONSIBLE:** Hope Becker, Planning & Zoning Administrator

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### **BACKGROUND:**

Arrowhead Trash is a local waste management company currently located outside of Wiggins in Morgan County. They recently purchased the old ambulance building previously owned by Morgan County. The building is located at 221 Main Street and is located in the Commercial Zone District.

Arrowhead Trash intends to use the building for trash compactor truck storage. Their current location does not have the facilities in which to keep the trucks warm in cold weather. Colder weather has adverse effects on older, bigger trucks causing difficulty in start-ups. The company intends to use the building to shelter the equipment to prevent delayed route starts and potentially prevent additional breakdowns. This would assist the company in maintaining good customer service and perform routes in a timely manner. In addition, there may be minor maintenance work performed on the trucks such as oil changes, fluid replacements, and changing of hoses and/or spark plugs. All major repairs are taken off premise to their preferred mechanic.

There are no plans for adding business signage or updating the front elevations of the building as the company does not intend to attract business to this location. The building would be used strictly for the storage of the trash compactor trucks. Arrowhead's main office and storage of trash containers will remain at their current location in the country.

The usage of the building on Main Street will be limited to 3-4 employees arriving in early morning hours in personal vehicles to pick-up trucks. The trucks will depart for their routes until late afternoon at which time they will return and be stored in the building. The trucks will enter and depart from the building via main street. The building will house three to four trucks.

Arrowhead Trash made the decision to purchase the building prior to checking on the allowable uses in the Commercial Zoning District. The applicant did meet with staff prior to closing on the sale of the building and was informed that he would have to go through a special review hearing for his intended use. The intended use initially was storage of the compactor trucks and a recycling operation. The proposed use was



then modified by the applicant in hopes of having a use more in line with the Comprehensive Plan and the Land Development Code. The applicant met again with staff days prior to closing on the building purchase and was informed the use he was proposing for the building may not fit within the Commercial Zone District on Main Street. Staff offered an alternative location idea that would be better suited for his business.

The Planning & Zoning Commission held a Public Hearing on October 19, 2021 for the Special Review Use application. Staff's recommendation to the Planning & Zoning Commission was for disapproval of the request based on the following:

- The proposed use is not in harmony and compatible with the character of the surrounding neighborhood.
- The proposed use is not consistent with the Town's Land Development Code.
- The proposed use will have a material adverse effect on Town capital improvement programs.

The Planning & Zoning Commission heard testimony from several community members, business owners including a current and former Main Street business owner. The testimony revealed support for the proposed use based on the type of businesses that were located on Main Street in the past and that have been absent for many years. The applicant also provided a petition support his use signed by 29 businesses persons and community members. Based on the testimony, the P&Z Commission did not follow staff's recommendation for disapproval and approved the Special Review Use with the following conditions:

- The applicant shall empty trash from compactor trucks daily prior to storing vehicles in the building located at 221 Main Street except when unforeseen circumstances exist.
- Wear and tear on Main Street from the compactor trucks will be monitored by the Town of Wiggins. The applicant will be responsible for all repairs. The Town agrees to consult and discuss possible repairs with the applicant prior to making a request for repairs.
- Employee parking will be in front, inside, or in back of the building.
- No waste management related storage is allowed outside of the building except for one personal dumpster located in back of the property.

#### **SUMMARY:**

The Staff Report for the Special Review Use provided to the Planning & Zoning Commissioners is attached to this packet for your review. It reflects staff's research of the Comprehensive Plan, the Land Development Code, and the staff analysis of the Special Review Use application.

The Planning & Zoning Commission recommended approval of the Special Review Use to the Board of Trustees. Staff feels that the Town could benefit from the Arrowhead Trash company moving into the Town of Wiggins, but felt that their business would be better suited on Central Avenue with the other light industrial businesses. In light of the guidance provided by the Comprehensive Plan and the LDC, staff suggests that Wiggins begin taking steps forward to developing its Main Street and economic portfolio. Staff offers the analysis provided below.

Why is Main Street important? Main streets are typically the heart and soul of any community. For Wiggins, it is an important civic forum for citizens that congregate at parades, special events and other

celebrations. Vibrant, active Main Street districts can provide this and have long been the heart of rural communities providing the bulk of its economic success.

However, Wiggins does not have the pre-existing historical structures that most other towns exhibit to allow for what most people would perceive in downtown revitalization. This is mainly in part due to Wiggins having had mostly agricultural related buildings or businesses that no longer exist, leaving vacant lots, vacant buildings, or buildings that have been transformed into multi-family residential rental units.

The Town of Wiggins also possesses a unique double “Main” Street, in that Central Avenue has also become a primary location for commerce and businesses. Wiggins has been a resource for the local farming community and still is. As time has evolved; however, many of the agricultural resources on Main Street have evolved on into something different, dissolved or have moved to the west part of Central Avenue.

Wiggins’ two “Main” streets are a reflection of the community’s image, pride, prosperity and level of investment. Creating a pedestrian friendly downtown Main Street will attract investors, business owners and larger industrial and commercial development in other areas as well. Development in other areas of town relies in part on the Town proving that it has other amenities to provide to local residents and community members. This movement is possible with the help of the Trustees, business owners, and community residents coming together to a shared vision.

Wiggins does not have a downtown like Akron, Brush, or Fort Morgan, but it can establish its own Main Street concept by allowing and creating commercial business that will draw community members and other visitors to the Town of Wiggins. This concept can come in a variety of ways: using and remodeling pre-existing buildings, creating new structures that have retail, or 2-story retail with lofts. Over time, Wiggins Main Street will create a new history and space for entrepreneurs to dive into their endeavors.

#### **FISCAL IMPACT:**

The Town of Wiggins future budgets will not be directly or significantly impacted. Property tax has not been collected in the past for 221 Main Street when it was owned by Morgan County as a tax-exempt government organization. Under new ownership, the building will be subject to property taxes. The Morgan County Assessor’s office estimates this property’s property tax liability to be approximately \$1,410 per year. Approximately \$439 is sent to the Town of Wiggins. The remaining portion of the \$1,410 is collected for other entities such as Morgan County, Wiggins School District, Wiggins Rural Fire District, etc.

#### **APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:**

The Town staff has been directed by the Board of Trustees to identify methods for revitalizing Wiggins’ Main Street and Central Avenue to increase tax revenue and draw more community members to shop or consume services in Wiggins. Wiggins has evolved into a rural suburban town. While it still services the rural community, it now houses residents seeking smaller environments to escape areas such as the Denver metro area, Greeley, Brighton and even Fort Morgan. While the town does not have many pre-existing historical buildings, it can start now to encourage new retail businesses to build in the vacant lots or remodel older vacant buildings as they become available.

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

The Board of Trustees may approve one of the two resolution staff has provided for their consideration. The Board may, approve Special Review Use with conditions or disapprove the Special Review Use. The Board may also request a modification to one of the Resolutions prior to voting.

**MOTION FOR APPROVAL:**

I make the motion to adopt Resolution No. 33-2021 – A Resolution Disapproving a Special Review Use application for Arrowhead Trash located at 221 Main Street.

or

I make the motion to adopt Resolution No. 33-2021 – A Resolution Approving a Special Review Use application for Arrowhead Trash located at 221 Main Street.

**ACTION REQUESTED:**

Motion, Second, Roll-Call Vote.

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

**TOWN OF WIGGINS, COLORADO  
RESOLUTION NO. 33-2021**

**A RESOLUTION DISAPPROVING A SPECIAL REVIEW USE FOR ARROWHEAD TRASH  
LOCATED AT 221 MAIN STREET**

**WHEREAS**, there has been submitted to the Board of Trustees of the Town of Wiggins a request for approval of a special review use application for Arrowhead Trash for a waste management compactor truck storage at 221 Main Street, Wiggins, CO 80654 (the "Property"); and,

**WHEREAS**, all materials related to the special review use application have been reviewed by the Town Staff and the Wiggins Planning and Zoning Commission, with the recommendation to the Board of Trustees with conditions; and

**WHEREAS**, the Property is zoned Commercial (C); and,

**WHEREAS**, pursuant to Section 2.02.F.2 of the Land Development Code, the Board of Trustees shall consider the following criteria in reviewing an application for special review use:

- a. Will the proposed use be in harmony and compatible with the character of the surrounding neighborhood;
- b. Will the proposed use be consistent with the Town's comprehensive plan;
- c. Will the proposed use have a material adverse effect on Town capital improvement programs;
- d. Will the proposed use result in an over-intensive use of the land;
- e. Will the proposed use result in undue traffic congestion or hazards;
- f. Will the proposed use cause significant air, water or noise pollution;
- g. Will the proposed use require a level of community facilities and services greater than that available; and
- h. Will the proposed use be detrimental to the health, safety or welfare of current or future inhabitants of the Town; and,

**WHEREAS**, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Wiggins Board of Trustees finds that the proposed special review use should be disapproved.

**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 recommends disapproval of the Special Review Use for Arrowhead Trash for a waste management compactor truck storage located at 221 Main Street because it fails to meet the criteria set forth in Section 2.02.F.2 of the Land Development Code. Specifically:

- a. The proposed use is not in harmony and compatible with the character of the surrounding neighborhood;
- b. The proposed use is inconsistent with the Town's comprehensive plan;
- c. The proposed use will have a material adverse effect on Town capital improvement programs.

**INTRODUCED, RECOMMENDED, AND RESOLVED THIS 27<sup>TH</sup> DAY OF OCTOBER, 2021.**

TOWN OF WIGGINS, COLORADO

---

Jeffrey Palmer, Mayor

ATTEST:

---

Deborah Lee, Town Clerk

**TOWN OF WIGGINS, COLORADO  
RESOLUTION NO. 33-2021**

**A RESOLUTION APPROVING A SPECIAL REVIEW USE FOR ARROWHEAD TRASH  
LOCATED AT 221 MAIN STREET**

**WHEREAS**, there has been submitted to the Board of Trustees of the Town of Wiggins a request for approval of a special review use application for Arrowhead Trash for a waste management compactor truck storage at 221 Main Street, Wiggins, CO 80654 (the "Property"); and,

**WHEREAS**, all materials related to the special review use application have been reviewed by the Town Staff and the Wiggins Planning and Zoning Commission, with the recommendation to the Board of Trustees for approved with the conditions listed in Exhibit A; and

**WHEREAS**, the Property is zoned Commercial (C); and,

**WHEREAS**, pursuant to Section 2.02.F.2 of the Land Development Code, the Board of Trustees shall consider the following criteria in reviewing an application for special review use:

- a. Will the proposed use be in harmony and compatible with the character of the surrounding neighborhood;
- b. Will the proposed use be consistent with the Town's comprehensive plan;
- c. Will the proposed use have a material adverse effect on Town capital improvement programs;
- d. Will the proposed use result in an over-intensive use of the land;
- e. Will the proposed use result in undue traffic congestion or hazards;
- f. Will the proposed use cause significant air, water or noise pollution;
- g. Will the proposed use require a level of community facilities and services greater than that available; and
- h. Will the proposed use be detrimental to the health, safety or welfare of current or future inhabitants of the Town; and,

**WHEREAS**, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Wiggins Board of Trustees finds that the proposed special review use should be approved.

**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 the Special Review Use for Arrowhead Trash for a waste management compactor truck storage located at 221 Main Street with conditions listed in Exhibit A.

**INTRODUCED, RECOMMENDED, AND RESOLVED THIS 27TH DAY OF OCTOBER, 2021.**

TOWN OF WIGGINS, COLORADO

---

Jeffrey Palmer, Mayor

ATTEST:

---

Deborah Lee, Town Clerk

## **EXHIBIT A**

The Special Review Use is recommended to Wiggins Board of Trustees for approval with the following conditions:

- The applicant shall empty trash from compactor trucks daily prior to storing vehicles in the building located at 221 Main Street except when unforeseen circumstances exist.
- Wear and tear on Main Street from the compactor trucks will be monitored by the Town of Wiggins. The applicant will be responsible for all repairs. The Town agrees to consult and discuss possible repairs with the applicant prior to making a request for repairs.
- Employee parking will be in front, inside, or in back of the building.
- No waste management related storage is allowed outside of the building except for one personal dumpster.





# Special Review Use Application

304 CENTRAL AVE - WIGGINS, CO 80654 - PH: 970.483.6161 - FAX: 970.483.7364 - WWW.WIGGINS.CO.COM

Filing Fee: \$250.00		RESOLUTION #:	Date:	APPROVED:
<b>APPLICANT INFORMATION</b>				
Name of Applicant	Name:	Troy & Jodi Freauff		Title:
	Company	Arrowhead Trash S		
	Address:	221 Main St	City, State Zip:	Wiggins CO
	Phone:	(970) 747-8007	Email:	troy@arrowheadtrash.com 80654
Wiggins Contractors License #				
Name of Property Owner	Name:	Troy Freauff		
	Address:	12749 CR 2	City, State Zip:	Wiggins CO
	Phone:	(970) 747-8007	Email:	same as above 80654
Property Information	Address:	221 Main St.	City, State Zip:	Wiggins, CO
	Property Size (acres):		Existing Use:	Existing Zone District: 80654
			Vacant	

Please ✓ **AND** sign below to indicate you have read the attached document, the statements below and understand all that apply to this Permit Application.

\*Please note: Applications will be placed on the Planning & Zoning Commissioners and Board of Trustees agendas when application is completed and returned to the Town Hall a minimum of 30 days prior to any one board meeting. Commissioner meetings are held the 2<sup>nd</sup> Tuesday of the month when there is an agenda item and the Board meetings are held every 2<sup>nd</sup> Wednesday of each month.

- ☒ Filing fee: \$250.00 PAYABLE TO: TOWN OF WIGGINS
- ☒ Names and addresses (within 300 feet) of all property owners adjacent to the subject property from the Morgan County Assessor, or an ownership update, derived from Morgan County Clerk & Recorder, from a title company or attorney.
- ☒ Legal description of the property obtained from Morgan County Clerk & Recorder, from a title company or attorney.
- ☒ Vicinity Map
- ☒ Site Plan (in accordance with Land Development Code Appendix 2).
- ☒ Certified boundary survey, monumented with legal descriptions.
- ☒ Please answer **ALL** questions from the back. (A separate sheet of paper may be used if necessary.)
- ☐ A soil survey (if applicable)
- ☐ Consultation Meeting or Discussion with the Town Manager. This is required prior to submitting a Special Review Use Application.

Meeting Date: 8/16/21

By my signature affixed hereto, I certify that I have read and examined this application and know the same to be true and correct. I understand that the granting of an approved application does not presume to give authority to violate or cancel any provisions of any state or local laws regulating a Special Review Use request.

X Troy Freauff  
Signature of Applicant

9-20-21  
Date

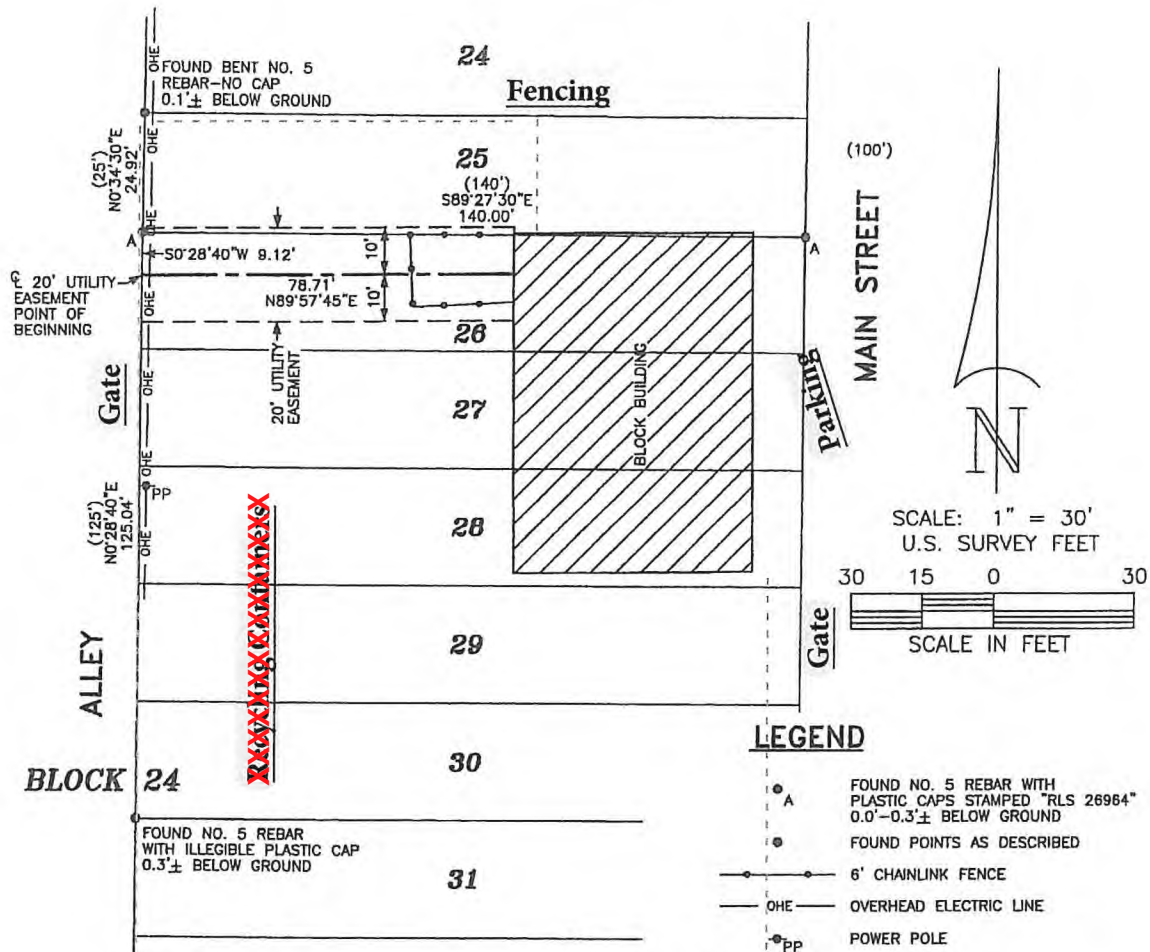
Revised: 8/24/2021

000045

PLEASE PROVIDE ANSWERS TO ALL QUESTIONS. Questions may also be answered on a separate sheet of paper.

- A) Give a description of the Special Review Use being requested. Please include type of work and working hours that will be conducted. *It will be used as a maintenance location & garage to house trucks. Routine maintenance will be conducted. 7am - 5pm*
- B) Will the special use be conducted in an existing structure? What part of the structure will the special use be in? *Yes - The whole building will be used as stated above.*
- C) Does the structure / property require changes to the outside appearance? This includes outdoor advertising signs/displays that may solicit or direct persons to this address. If yes, please provide a diagram and specs for the sign plan. This may be done on a separate sheet of paper. *No*
- D) Will there be employees? How many employees will you have? (Please include yourself as an employee.) Please explain if your employee(s) will be working from another location, or if your employee(s) will be working from where the special use is located. *Yes - 3-5 possible employees will be working where the special use is located.*
- E) Does the special use require storage of any equipment, materials, and/or chemicals? If so, where will these items be stored at? Will additional storage/buildings be needed/added to the premises? (i.e. storage sheds, new additions, trailers, port-a-pots) *Trucks, tools, maintenance materials and any chemicals will be stored inside the location.*
- F) Will there be commercial vehicles used for the special use? If so, how many commercial vehicles will be used, and where will these vehicles be parked and/or stored? *Yes, 3-4 trucks will be parked inside the shop. One possibly parked outside behind the building on the west.*
- G) Will clients be coming to the property? How often? Where will clients park? *No.*

# EASEMENT EXHIBIT



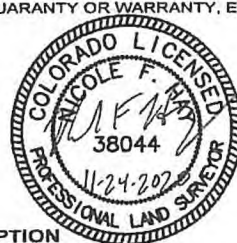
## LEGEND

- A FOUND NO. 5 REBAR WITH PLASTIC CAPS STAMPED "RLS 26964" 0.0'-0.3'± BELOW GROUND
- FOUND POINTS AS DESCRIBED
- 6' CHAINLINK FENCE
- OHE OVERHEAD ELECTRIC LINE
- PP POWER POLE

## SURVEYOR'S STATEMENT

I, NICOLE F. HAY, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE BY ME OR UNDER MY SUPERVISION, AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY BASED UPON MY KNOWLEDGE, INFORMATION, AND BELIEF. I FURTHER STATE 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 GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

BY: NICOLE F. HAY  
FOR AND ON BEHALF OF  
LEIBERT-McATEE & ASSOCIATES, INC.  
P.L.S. NO. 38044



## EASEMENT DESCRIPTION

A 20 FOOT UTILITY EASEMENT IN LOTS 25 AND 26, BLOCK 24, ORIGINAL TOWN OF WIGGINS, COLORADO, SAID EASEMENT BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER SAID LOT 26; THENCE SOUTH 0°28'40" WEST ALONG THE WEST LINE OF SAID LOT 26 A DISTANCE OF 8.12 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°57'45" EAST A DISTANCE OF 78.71 FEET. THE SIDELINES OF SAID EASEMENT TO BE SHORTENED OR EXTENDED TO TERMINATE ON THE WEST LINES OF SAID LOTS 25 AND 26.

## NOTES

A TITLE SEARCH WAS NOT REQUESTED OR CONDUCTED BY ME FOR THIS PARCEL. THEREFORE, ALL RECORDED RIGHTS-OF-WAY OR EASEMENTS MAY NOT BE SHOWN.

BEARINGS FOR THIS SURVEY ARE BASED ON THE ASSUMPTION THAT THE NORTH LINE OF LOT 26, BLOCK 24, ORIGINAL TOWN OF WIGGINS, COLORADO BEARS SOUTH 89°27'30" EAST. FOUND NO. 5 REBAR WITH PLASTIC CAP STAMPED "RLS 26964" AT THE NORTHWEST AND NORTHEAST CORNER OF SAID LOT 26.

DISTANCES IN PARENTHESES ARE PLATTED DISTANCES.

## NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY 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 CERTIFICATION SHOWN HEREON.



## PROPERTY DESCRIPTION

### General Description:

The *Old Ambulance Property* was originally constructed in 1969. It is a retail building which includes office and warehouse storage plus bays. This property is in a commercial district of Wiggins with other commercial properties in the area. The following grid describes the building site and site improvements.

Building Site Description:	
Site Size	28,000 +/- sf
Shape	Rectangular
Site Location	Interior Building Site with commercial to west. Residential to the north, south and east.
Topography	Level Building Site
Front Footage	200' along Main Street
Site Entrance	Main Street
Access	Paved Streets
Parking	Some Concrete, Some Gravel Off-Street Parking
Utilities & Provider	Town of Wiggins Water Tap
	Town of Wiggins Sewer
	(1) Gas Meter - Xcel Energy
	(1) Electric Meter - RIA
Zoning	CD-Commercial District Town of Wiggins Planning and Zoning
Flood Hazard	FEMA Special Flood Hazard Area: No: Zone X500
	Map No. 08087C0552D; Date: April 04, 2018
Visibility	Main Street
Off Site Improvements:	
Main Intersections	Corona Avenue and Main Street
	W. 3rd Avenue and Main Street
Street Improvements	Paved Road, Curb, Gutter, Sidewalk
Alley Access	Gravel Alley Access

### Improvement Description:

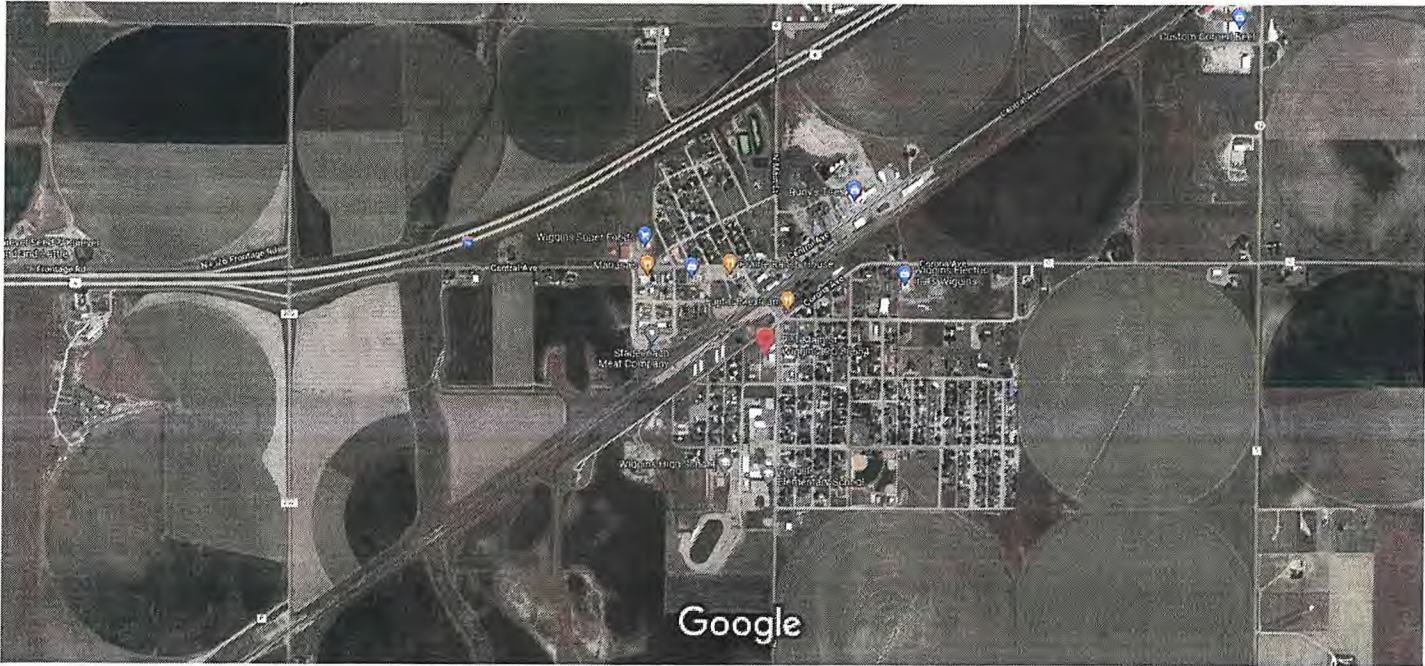
The subject is a steel-framed, metal-skinned building originally built in 1969 with 3,600 +/- sf of gross building area. The building is comprised of a small office space and warehouse storage. The building has electric baseboard heat in the office and suspended heat in the warehouse.

The subject property has metal siding, a metal roof, and metal gutters with down spouts. There is exterior lighting and concrete aprons in the front. The interior of the office space is finished with vinyl flooring, finished drywall walls and ceiling with fluorescent lighting. There is one restroom with vinyl flooring, vanity with sink, and stool. There is an additional storage closet. Above the office space is loft storage.

The rear of the building is warehouse used space. The warehouse has a concrete floor, ceiling insulation, suspended heat, and overhead lighting. There are three electric overhead doors and two access doors.

Overall, the building is in average condition for its age with signs of deferred maintenance on the exterior and warehouse interior. The deferred maintenance is considered cosmetic.







Imagery ©2021 Google, Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 500 ft





221 Main St


Building

- 


Directions
- 

Save
- 

Nearby
- 

Send to your phone
- 

Share



221 Main St, Wiggins, CO 80654

Photos







- [Searching](#)
  - [Account Search](#)
  - [Sale Search](#)
- [View Created Report\(s\)](#)
- [Help?](#)
- [Logout Public](#)

**Account: R022307**

**1 of 2 Results [Next->](#)**

<a href="#">Location</a>	<a href="#">Owner Information</a>	<a href="#">Assessment History</a>
Situs Address 221 MAIN ST	Owner Name ARROWHEAD TRASH SERVICE INC	Actual Value (2021) \$46,970
Account Type 2000 - COMMERCIAL	Owner Address 12749 CO RD 2	Assessed \$13,620
Neighborhood 2300 - WI,HI,LL C/I	WIGGINS, CO 80654	Tax Area: 097 Mill Levy: 103.493000
Tax Area 097 - RE 50J WI		
Parcel Number 1223-151-13-016		Type Actual Assessed
Legal Summary Subd: WIGGINS ORIGINAL TOWN, WI Block: 24 Lot: 25 THRU:- Lot: 32		Improvement \$17,460 \$5,060
Sibling Acc. Number		Land \$29,510 \$8,560
BA Code		

[Transfers](#)

<a href="#">Sale Date</a>	<a href="#">Sale Price</a>	<a href="#">Doc Description</a>
<a href="#">05/12/1908</a>	<a href="#">\$0</a>	<a href="#">SUBDIVISION PLAT</a>
<a href="#">10/31/1994</a>	<a href="#">\$3,000</a>	<a href="#">QUIT CLAIM DEED</a>
<a href="#">11/17/2000</a>	<a href="#">\$6,000</a>	<a href="#">JOINT TENANCY DEED</a>
<a href="#">12/19/2003</a>	<a href="#">\$105,000</a>	<a href="#">WARRANTY DEED</a>
<a href="#">05/26/2005</a>	<a href="#">\$0</a>	<a href="#">LAND SURVEY/EXEMPTION PLAT</a>
<a href="#">11/23/2009</a>	<a href="#">\$4,500</a>	<a href="#">WARRANTY DEED</a>
<a href="#">04/14/2010</a>	<a href="#">\$0</a>	<a href="#">LAND SURVEY/EXEMPTION PLAT</a>
<a href="#">08/19/2021</a>	<a href="#">\$0</a>	<a href="#">SPECIAL WARRANTY DEED</a>

[Tax History](#)

[Images](#)

<a href="#">Tax Year</a>	<a href="#">Taxes</a>
*2021	\$1,409.56
2020	No Tax Values

- [Photo](#)
- [Sketch](#)
- [GIS](#)

\* Estimated





## **MINUTES OF MEETING**

### **TOWN OF WIGGINS PLANNING AND ZONING COMMISSION**

October 19, 2021 at 7:00 p.m.

#### **CALL TO ORDER & ROLL CALL**

A regular meeting of the Planning and Zoning Commission for the Town of Wiggins, Colorado was held on Tuesday, October 19, 2021 in the Town Hall and via video conferencing. Chairman Jeff Palmer called the meeting to order at 7:00 p.m. The following Commissioners answered roll call: Chairman Jeff Palmer, Commissioners Stan Baumgartner and JoAnn Rohn-Cook. Staff present were Town Manager, Tom Acre; Town Clerk, Deb Lee; Melinda Culley, Town Attorney (by Zoom); and Planning and Zoning Administrator, Hope Becker.

#### **APPROVAL OF CONSENT AGENDA**

Motion was made by Commissioner Stan Baumgartner to approve the agenda as written. Second was made by Commissioner JoAnn Rohn-Cook. Roll Call: Unanimously approved.

#### **APPROVAL OF MINUTES FROM September 14, 2021**

Motion was made by Commissioner JoAnn Rohn-Cook to approve the minutes from March 9, 2021. Second was made by Commissioner Stan Baumgartner. Roll Call: Unanimously approved.

#### **PUBLIC HEARING – CONSIDERATION OF PLANNING AND ZONING RESOLUTION 04-2021 – A Special Review Use application for Arrowhead Trash located at 221 Main Street.**

The Public Hearing was opened by Chairman Jeff Palmer at 7:28 pm. The Commissioners were asked if there were any disclosures. Commissioner Jo-Ann Rohn-Cook submitted a notice she received in the mail providing notice of the hearing. Commission Rohn-Cook owns a rental property that is within 300 feet of 221 Main Street. Chairman Palmer asked if anyone had objections or concerns to Commissioner Rohn-Cook's disclosure. No objections were received.

Chairman Palmer invited staff to introduce the applicant and provide the Staff Report. Planning & Zoning Administrator, Hope Becker, introduced the applicant as Troy Freauuff of Arrowhead Trash. He is requesting the use of 221 Main Street as a place of storage for his trash compactor trucks. Hope Becker brought up staff concerns regarding the use of the building for anything except what the Comprehensive Plan and the Land Development Code directed. Staff recommended disapproval of the proposed application.

Chairman Palmer opened the floor for the applicants to speak. The applicants, Troy and Jody Freauuff, made comments and brought up points regarding their application. They let the Chairman and Commissioners know;

- that they plan to have the trash trucks stored within the building;
- they moved their recycling to Keenesburg, CO;
- they need the shed to plug in their vehicles to start them easier.
- The trucks will be in the truck bays and will be moved at 4:30 am and back at 2:30 pm. This shouldn't affect traffic from the school;
- The trucks won't have any trash on them unless they have a special pickup after they've dumped their trucks or if the landfill is closed;
- He doesn't see needing additional trucks in the next 5 years. If they need more trucks, they will build a shop elsewhere and possibly keep the building as an office.
- They will not be storing dumpsters in the buildings. They won't be unloading dumpsters at the location.



Chairman Palmer opened the microphone for public comments and the webinar was checked for community members who might want to make comments. The following public stepped forward to provide comment:

Glenn Neal; 105 E. Central Avenue; Wiggins, CO 80654. He is in favor of having Arrowhead at this facility. There were no other facilities available at the time.

Fred Midcap; 5143 Rd 3; Wiggins, CO 80654. He sat on the Morgan County Board of Variances for almost 20 years. He stated that zoning rules are meant to be a guideline. That there is room for flexibility. Morgan County wanted businesses to move in so they made variances to get more businesses into the county because it helped the tax base. He thinks Wiggins should work with Arrowhead as it will benefit the town and the county.

Dustin Bruntz; 3446 Rd T; Wiggins, CO 80654. The Town of Wiggins should promote business instead of scaring it off.

Matt O'Patik; 218 Main Street; Wiggins, CO 80654. Troy Freauuff is in here for the long haul. He should be allowed to keep his business here.

Patricia Crites; 12961 Rd 3; Wiggins, CO 80654. Her previous family-owned company, Country Hardware, started as a tractor implement business. The building Arrowhead purchased has not paid property taxes for years because it was owned by Morgan County. Arrowhead purchasing the property will now bring property taxes back to Wiggins. She supports Troy 100%.

Jeremy Reed; 401 Suzann St; Wiggins, CO 80654. He's surprised at this. He believes that Arrowhead serves more customers in town than most businesses. He walks his dog by the Main Street building four or five times a week. Troy's business shouldn't negatively affect the town. He believes saying no to Arrowhead will keep other businesses out.

Keith Neal; 5515 CR Q; Wiggins, CO 80654. He owns Wrench LLC and fixes equipment for Arrowhead. He wants to know what other businesses Wiggins will lose by not allowing Arrowhead to stay. He wants Arrowhead as a business in town.

No public comments were received from the Zoom audience.

Troy Freauuff spoke again. He added that his long-term goals are for his son to run the business after he retires. He and Jody have grown up in Wiggins their whole lives. They don't generate sales tax. They do pay a lot of sales taxes from the money they spend at the hardware store and the auto parts store

Public comments were closed at 7:45 pm.

Chairman Palmer opened Commissioner discussions and deliberations. Each Commissioner provided comments.

**P & Z RESOLUTION 04-2021** A Resolution Recommending Disapproval of a Special Review Use for Arrowhead Trash Located at 221 Main Street.

Motion was made by Commissioner JoAnn Rohn-Cook to approve Planning and Zoning Resolution 04-2021. Seconded by Commissioner Stan Baumgartner. Roll Call: Unanimously Disapproved.

**P & Z RESOLUTION 06-2021** A Resolution Recommending Approval of a Special Review Use for Arrowhead Trash Located at 221 Main Street.

Town Manager, Tom Acre, provided a draft resolution that was created in case the proposed resolution was not approved. The draft resolution was provided to each Commissioner and to the applicant. The Applicant was provided an opportunity to add his concerns regarding the conditions of the new resolution.

Motion was made by Commissioner Stan Baumgartner to approve Planning and Zoning Resolution 06-2021. Seconded by Commissioner JoAnn Rohn-Cook. Roll Call: Unanimously Approved with conditions.

**CONSIDERATION OF P & Z RESOLUTION 05-2021** A Resolution Recommending Approval of an Ordinance Amending the Wiggins Land Development Code Concerning Site Plans, Planned Development Districts, and Other Matters

Chairman Palmer moved on to the next agenda item. Hope Becker provided a staff report regarding P & Z Resolution 05-2021: A Resolution Recommending Approval of an Ordinance Amending the Wiggins Land Development Code Concerning Site Plans, Planned Development Districts, and Other Matters. Her staff report indicated that the Board of Trustees repealed various sections of the Land Development Code within Section 5 – Subdivision requirements, repealed appendix 5 in its entirety and various parts of Appendix 9. The staff is requesting that these various sections are re-inserted into the Land Development Code in an amended fashion. The absence of these sections will make things difficult for Roberts81 Subdivision to continue maintaining its Preliminary Plat and it has made clarity difficult in other sections.

Motion was made by Commissioner Stan Baumgartner to approve Planning and Zoning Resolution 04-2021. Seconded by Commissioner JoAnn Rohn-Cook. Roll Call: Unanimously Approved.

#### **ADJOURNMENT**

Chairman Jeff Palmer, upon receiving no further comments or concerns from the Commissioners, adjourned the meeting at 8:15 pm.

**Respectfully submitted by:**

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Deborah Lee, Town Clerk



## **STAFF REPORT**

**Planning and Zoning Commission  
October 19, 2021**

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**DATE: October 15, 2021**

**AGENDA ITEM NUMBER: 2**

**TOPIC:** Public Hearing and Consideration of P&Z Resolution 04-2021- Consideration and recommendation of a Special Review Use located at 221 Main Street, Wiggins, CO

**STAFF MEMBER RESPONSIBLE:** Hope Becker, Planning & Zoning Administrator

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### **SPECIAL REVIEW APPLICATION:**

Arrowhead Trash is a local waste management company currently located outside of Wiggins in Morgan County. They recently purchased the old ambulance bay building owned by Morgan County. The building is located at 221 Main Street with oversize bay doors facing Main Street. 221 Main Street is located in the Commercial Zone District.

Arrowhead Trash intends to use the building for trash compactor truck storage. In addition, there may be minor maintenance work performed on the trucks such as oil changes, fluid replacements, and changing of hoses and/or spark plugs. All major repairs are taken to their preferred mechanic; off premises.

The applicant did meet with staff prior to purchasing the building and was informed that he would have to go through a special review hearing for his intended use. The intended use was then modified by the applicant in hopes of having a use more in line with the Comprehensive Plan and the Land Development Code. The applicant met with staff prior to closing on the building purchase and was informed the use he is proposing for the building may not fit within the Commercial Zone District on Main Street. Staff offered an alternative location that would be better suited for his business.

Arrowhead's current location does not currently have large facilities in which to keep the trucks warm in cold weather. Cold weather has adverse effects on older, large trucks, making them difficult to start. The company intends to use the building as a way to prevent delayed route starts and potentially prevent breakdowns. This would assist the company in maintaining routes in a timely manner and provide good customer service.

There are no plans for adding business signage or updating the front elevations of the building as the company does not intend to attract business to this location. The building would be used strictly for the storage of the trash compactor trucks. Arrowhead's main office and storage of trash containers will remain at their current location in the country.

The usage of the building on main street will be limited to a couple of employees arriving in early morning hours in personal vehicles to pick-up trucks. The trucks will depart for their routes until late afternoon at which time they will return and be stored in the building. The trucks will enter and depart from the building via main street.

#### **COMPREHENSIVE PLAN NOTES:**

The Town of Wiggins uses the Comprehensive Plan and Land Development Code as tools to guide and direct staff, Planning and Zoning Commissioners, and Board of Trustees on to determine what type of businesses and activities are allowed in each zoning district.

The Comprehensive Plan sets forth a vision and goals for a town's future, and provides the overall foundation for all land use regulation in the town. The Wiggins Comprehensive Plan functions as a general policy to guide land use decisions. Comprehensive plans guide future development to ensure a safe, pleasant, and economical environment for residential, commercial, industrial, and public development.

The Wiggins Comprehensive Plan defines commercial as the provision of "land for a range of commercial uses including wholesale businesses, services, and sales that will respond to both the needs of the Town and the surrounding agricultural community." (Wiggins Comprehensive Plan, page VI-9) The commercial district is envisioned to provide for a variety business and commercial uses including retail, office, and service establishments, and supportive activities such as restaurants and other complementary uses.

The industrial and agribusiness zones of the Comprehensive plan is more designed for light or medium intensity development such as manufacturing, processing, distribution activities, assembly and large-scale warehousing and storage operations. (Comprehensive Plan, VI-17)

The Comprehensive Plans goal is to provide fundamental design schemes that assist planning & zoning department and boards to maintain an appeal that will attract community members to the center of town. (Comprehensive Plan, VI-16) It is important to provide a safe, attractive, and healthy environment which has no adverse impact upon the surrounding areas of the Commercial Zone. "Commercial development is encouraged to strengthen it tax base, increase revenue sources and provide employment opportunities for its residents." (Comprehensive Plan, VI-27)

The Town Center should be comprised of a mix of "office, business, and retail uses shall be encouraged, or emphasized on businesses oriented to the specific needs of the Town residents." (Comprehensive Plan, VI-29) The Town Center is considered the Town's focal point and identity.

#### **LAND DEVELOPMENT CODE NOTES:**

The Land Development Code (LDC) is an implementation tool for the Town's Comprehensive Plan. Regulation governing areas and activities of Town interest apply to certain land uses and developments in addition to other required land use approvals. The LDC contains detailed descriptions of the zoning districts and specifies what uses are allowed, prohibited, and conditionally approved in each zone district.

The intent of the LDC is to ensure an orderly, efficient, and integrated development of the Town in a way that encourages growth, while providing protection guidelines to promote health, safety, and general welfare of all residents. (LDC, 1-1) The LDC is intended to implement the goals and polices of the Comprehensive Plan. It regulates zoning, subdivisions, annexations, infill development, impact fees,

public hearing processes, and permitting processes. Furthermore, the LDC provides guidance in construction matters related to setback requirements, landscaping, and parking requirements.

The Wiggins LDC lists a number of zoning districts within the Town of Wiggins. The Commercial Zone District is described as “a range of commercial uses including wholesale businesses, services, and sales that will respond to both the needs of the Town and the surrounding agricultural community.” (LDC, 2-20)

The Wiggins LDC lists a number of uses allowed by right within the Commercial Zone District. Waste management (Trash) companies are not listed as a use in any zoning district. Staff is led to review the other uses by right in all zones to determine if there is a use listed that may be similar to waste management (trash) companies or similar to the intended use projected in the application.

The applicant does intend to do minor truck repairs as they are needed. This draws attention to Auto & Truck Repairs listed as a Use-By-Right in the Commercial zoning. However, this category is usually pertaining to businesses that provide auto & truck repairs as a service to the public on a regular basis.

Commercial Storage Areas is listed under a special review use in Commercial Zoning. Commercial Storage can be defined as a number of things.

Truck terminals is also listed under Commercial Zoning as a special review use. Again, the LDC does not clearly define what truck terminals are.

The LDC allows Commercial Zoning Districts to also use the Use-By-Rights listed in the Business Zone District. The Business District focuses on establishing a variety of business activities to be the core of Town and encourage pedestrian traffic. Again, Waste Management is not listed in this zone district. There are two similar categories within the Business zoning; however, they are only similar when comparing the size of the trash trucks compared to RV's in storage buildings, and farm equipment sales and repair shops. Although farm equipment and sales/repair shops house large pieces of farm equipment, these types of businesses draw community members in for a service that will then generate sales tax revenue.

Section 2.02.F of the LDC includes the following discussion of special review uses:

A special review use is a specific use of land or structures or both which, because of its unique characteristics, cannot be properly classified as a use-by-right or conditional use. . . . These uses are usually extraordinary in nature, and a complete site plan and impact mitigation plan will be required to be reviewed and approved.

Per Ordinance 02-2009 amending the LDC, the Planning Commission and the Board of Trustees shall consider the following criteria in reviewing an application for special review use:

1. Will the proposed use be in harmony and compatible with the character of the surrounding neighborhood;
2. Will the proposed use be consistent with the Town's comprehensive plan;
3. Will the proposed use have a material adverse effect on Town capital improvement programs;

4. Will the proposed use result in an over-intensive use of the land;
5. Will the proposed use result in undue traffic congestion or hazards;
6. Will the proposed use cause significant air, water or noise pollution;
7. Will the proposed use require a level of community facilities and services greater than that available; and
8. Will the proposed use be detrimental to the health, safety or welfare of current or future inhabitants of the Town?

The Planning & Zoning Commission and Board of Trustees shall consider and may impose modifications or conditions concerning by way of illustration and not limitation, the following development features, to the extent such modifications or conditions are necessary to ensure compliance with the criteria:

1. Size and location of improvements on the site;
2. Internal traffic circulation and access to adjoining public streets;
3. Location and amount of off-street parking;
4. Fencing, screening and landscaped separations, including open space;
5. Building bulk and location;
6. Signs and lighting; and
7. Measures to mitigate or address noise, vibration, air pollution and other environmental influences.

The Land Development Code provides guidelines for commercial zoning districts that must be taken into account. Section 3.02 provides use performance standards pertaining to:

- |                |   |
|----------------|---|
| • Glare & Heat | • Noise                                 |
| • Vibration    | • Fugitive Dust                         |
| • Light        | • Electromagnetic, Electrical Interface |
| • Smoke        | • Industrial & commercial Wastes        |
| • Odors        |   |

These performance standards are provided to give residents peace of mind that a small manufacturing company or small business may not be easily placed into a zone district causing potential disruptions to the peace with its loud noises and/ or excessive environmental disruptions.

- Does the company dispose of liquid and solid waste in the appropriate removal process?
- Does the applicant's company cause excessive noise; disrupting the businesses that are already established on either side of Arrowhead Trash?

These are things that the Commissioners will need to consider.

#### **STAFF ANALYSIS**

The Town of Wiggins' LDC and Comprehensive Plan are designed to promote health, safety and the general public welfare. Together they provide a structural foundation on how the Town should be put together to encourage growth without causing discomfort to community members and neighbors.

The LDC does not clearly define Commercial Storage Areas and Trucking terminals. When there is no definitive answer, the applicant still has the right to a hearing.

Multiple definitions online describe commercial storage as a facility designed for storing goods, materials, merchandize, and equipment. An online definition describes commercial storage as “a self-contained building or group of buildings containing lockers available for rent for the storage of personal goods; or a facility used exclusively to store bulk goods of a non-hazardous nature.” ([www.lawinsider.com](http://www.lawinsider.com)) and another Law Insider definition is “a place in which more than one storage unit is rented and used for the temporary storage of household items, vehicles and/or commercial goods and materials, but does not include any business operation or use associated with the storage.”

Most definitions depict commercial storage as the use of a building for storing items on a commercial level, not much different than household goods storage. It is a place of storing items that are not in use.

Trucking terminals may be considered “a building, structure or place where, for the purpose of a common carrier, trucks or transports are rented, leased, kept for hire, or stored, or parked for remuneration or from which trucks or transports are dispatched.” ([www.lawinsider.com](http://www.lawinsider.com)) In looking into other definitions from other municipalities, trucking terminals may also be defined as “A freight, bus and truck terminal is a facility used for the storage and dispatch of larger scale vehicles including but not limited to semi-trailers, waste haulers, cement trucks, tow trucks and buses with a capacity greater than fifteen (15) persons. .... This may also include vehicle maintenance, repair, and fueling to service the fleet.” (Municode, Santa Ana)

The Comprehensive Plan is specific on where light industrial services should be placed and / or allowed. The vision for commercial and business areas is to promote pedestrian-based traffic and businesses which provide services. Providing service-based businesses on Main Street vitalizes the Town of Wiggins to thrive; encouraging more community members to shop locally.

Although the LDC does not clearly define commercial storage and trucking terminals, the Comprehensive Code does provide the vision that the town should be considering to keep its commercial and business districts cohesive.

This particular hearing has put staff in a difficult position. Past staff and boards have not taken the time to address issues and/or have not paid special attention to the details of the Comprehensive Plan nor the Land Development Code. This has allowed non-compliant development to occur throughout the Town’s Main Street and Central Avenue. Despite the age of the Comprehensive Plan and the LDC, the Town cannot continue to disregard the standards and guidelines that have been set forth for the Town’s future commercial growth projections.

The Town of Wiggins possesses a unique two street “center” to its Town limits. Main Street and Central Avenue will continue to be the “Center” of the town regardless if the Comprehensive Plan and the LDC are updated. Therefore, the Planning & Zoning Commission and the Board of Trustees must bear that in mind when new hearings are brought forth.

The Commercial Zone of Main Street begins at 3<sup>rd</sup> and Main, and loops around across the railroad tracks connecting to Central Avenue. It currently has a mix of rental homes, commercial, real estate, and vacant buildings. Central Avenue has a mix of multi-family, commercial, and then blends into more industrial type businesses before heading out to Stubs Gas & Oil. The Town needs to consider what it wants on Main

Street and Central Avenue in the future. Especially when it is unknown how long certain businesses may remain or move on.

**STAFF RECOMMENDATION**

Staff recommends disapproval of the Special Review Application for the following reasons:

- The proposed use is not in harmony and compatible with the character of the surrounding neighborhood.
- The proposed use is not consistent with the Town's Land Development Code.
- The proposed use will have a material adverse effect on Town capital improvement programs.



**P & Z RESOLUTION NO. 04-2021**

**A RESOLUTION RECOMMENDING APPROVAL OF A SPECIAL REVIEW USE FOR ARROWHEAD TRASH LOCATED AT 221 MAIN STREET**

**WHEREAS**, Arrowhead Trash has submitted a Special Review Use application to the Planning & Zoning Commission for a waste management compactor truck storage at 221 Main Street, Wiggins, CO 80654 (the "Property"); and,

**WHEREAS**, the legal description for the Property is currently lots 25 thru 32, block 24, Wiggins Original Town, County of Morgan, State of Colorado; and,

**WHEREAS**, the Property is zoned Commercial (C); 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 resolution 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 of the Special Review Use for the Arrowhead Trash located at 221 Main Street, subject to the conditions set forth on Exhibit A attached hereto and incorporated herein by reference.

**INTRODUCED, RECOMMENDED, AND RESOLVED THIS 19TH DAY OF OCTOBER, 2021.**

TOWN OF WIGGINS, COLORADO

ATTEST:

  
Deborah Lee, Town Clerk



  
Jeffrey Palmer, Chairman

## **EXHIBIT A**




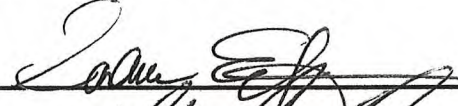
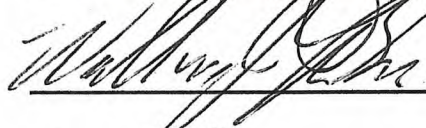

The Special Review Use is recommended to Wiggins Board of Trustees for approval with the following conditions:

- The applicant shall empty trash from compactor trucks daily prior to storing vehicles in the building located at 221 Main Street except when unforeseen circumstances exist.
- Wear and tear on Main Street from the compactor trucks will be monitored by the Town of Wiggins. The applicant will be responsible for all repairs. The Town agrees to consult and discuss possible repairs with the applicant prior to making a request for repairs.
- Employee parking will be in front, inside, or in back of the building.
- No waste management related storage is allowed outside of the building except for one personal dumpster.

For consideration by  
The Town of Wiggins  
Planning and Zoning Commission

In regard to Arrowhead Trash Service in their Main Street property, as a fellow business person/resident we support the use of this building for the intended use of the property by owner Troy Freauff.

These signatures were gathered solely as a show of support by the fellow Wiggins Business' and Residents.

<u></u>	<u>Lazy J Diamond/ENT L.L.C.</u>
<u>Candace Johnson</u>	<u>JWJ Trucking</u>
<u></u>	<u>Rudy's Tires</u>
<u>Michael Bates</u>	<u>MICHAEL BATES &amp; ASSOC. LLP, INC</u>
<u></u>	<u>Michael Bates &amp; Assoc. LLP, Inc.</u>
<u></u>	<u>Superior Refrigeration &amp; Electric</u>
<u></u>	<u>COLORADO CUSTOM FIREARMS</u>
<u>Billy Johnson</u>	<u>COLORADO CUSTOM FIREARMS</u>
<u></u>	<u>Wiggins Farm &amp; Auto Supply</u>

<del>Oliver</del>	Bae Insurance LLC
<del>John</del>	Bae Insurance LLC
<del>William A. Bruntz</del>	Citizen
<del>John</del>	502 W 2nd Ave.
<del>St L</del>	OUT EAST Contracting
<del>Jimmy Hendrickson</del>	404 Main St.
<del>Beverly Thiele</del>	716 CRQ Wiggins CO 80654
<del>Wigil</del>	521 11th Ave, Wiggins, CO 80654
<del>Allen Saffer</del>	320 Beckey St. Wiggins
<del>John Pyle</del>	Stagecoach Meat Company, LLC
<del>William VanFuh</del>	302 Darrow Street Wiggins, CO 80654
<del>Jessica Meisgrauve</del>	Stagecoach Meat Company, LLC
<del>Phil L. Wiggins</del>	Trinity Track Auto and Tractor
<del>Spencer Brown</del>	Wiggins Tax & Accounting INC
<del>Justin Carducci</del>	Wiggins Supers
<del>Wm</del>	Country Hardware LLC
<del>Carolee Abel</del>	Country Hardware LLC
<del>Patricia Critch</del>	Kiowa Creek Holdings LLC
<del>James</del>	Figitas Restaurant
<del>John M. Quil</del>	Wrenchin LLC



## STAFF SUMMARY

### Board of Trustee Meeting October 27, 2021

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**Date:** October 22, 2021

**AGENDA ITEM NUMBER:** 6

**TOPIC: Consideration of Ordinance No. 09-2021** – An Ordinance amending the Wiggins Land Development Code concerning site plans, planned development districts, and other matters.  
Amendment to Land Development Code

**Responsible Staff Member:** Hope Becker, Planning & Zoning Administrator

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#### **BACKGROUND**

The Wiggins Land Development Code (LDC) provides guidelines and the framework of where and what type of development can occur within the town's corporate limits. These codes guide the Town of Wiggins with permissible land uses to building locations, setbacks, and parking requirements, and more. When written well, codes make it easier for a community to implement its vision.

On October 11, 2017 the Board of Trustees approved Ordinance 14-2017 amending the LDC to repeal:

- Sections 05.03 (Sketch Plan)
- Sections 05.04 (Preliminary Plan)
- Appendix 5 (Submission Requirements for Planned Development District Amendments)
- Appendix 9 – Section II (Sketch Plan Submission Requirements)
- Appendix 9 – Section III (Preliminary Plat Submission Requirements)
- Appendix 9 – Section IV & V (Replaced all references of "Preliminary Plat" with "Final Plat")

#### **SUMMARY**

Staff is uncertain as to why these sections were repealed or revised. It is a possibility that the ordinance was presented in hopes to streamline the process. Staff feels that these processes are important to the process of future development within Wiggins. Although sketch plans and preliminary plans do take up a considerable amount of time, it enables staff, the Planning and Zoning Commission, and the Board of Trustees the opportunities necessary to catch and



suggest changes that may be more aligned with the development and the Town's preferences or requirements.

Roberts81 Business District is an example of a subdivision that is affected by these repealed LDC items. Roberts81 relies on Appendix 5 and portions of Preliminary Plats to further develop their subdivision. Without these items in place, they will struggle to maintain the concept that was set in place when the subdivision was created.

Staff would like to amend the LDC to re-insert these repealed items. In addition, Staff has reviewed and updated the items with the help of the Town Attorney to bring the ordinance a bit more up to speed with current times.

After a duly noticed meeting and review, the Planning & Zoning Commission passed a resolution recommending approval of an Ordinance amending the Wiggins Land Development Code concerning site plans, planned development districts, and other matters.

**FISCAL IMPACT:**

Approving this Ordinance has no negative impact on the Town's adopted budget. There will be some attorney fees for the reviews of the ordinance.

**APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:**

The Town staff and current subdivisions will benefit from a revised code that will continue to provide better clarity on subdivision processes. This may allow for less frustration and smoother review processes.

**OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES**

The Board of Trustees may approve this request to make amendments to the Land Development Code, approve making amendments to the Land Development Code with additional amendments, to approve making amendments to the Land Development Code with certain parts exempted, or to disapprove making amendments to the Land Development Code.

**MOTION FOR APPROVAL:**

I make the motion to adopt Ordinance No. 09-2021 – An Ordinance amending the Wiggins Land Development Code concerning site plans, planned development districts, and other matters.

**ACTION REQUESTED:**

Motion, Second, Roll-Call Vote.

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

**TOWN OF WIGGINS, COLORADO  
ORDINANCE NO. 09-2021**

**AN ORDINANCE AMENDING THE WIGGINS LAND DEVELOPMENT CODE CONCERNING  
SITE PLANS, PLANNED DEVELOPMENT DISTRICTS, AND OTHER MATTERS**

**WHEREAS**, the Board of Trustees previously adopted the Land Development Code, which establishes several residential and non-residential zone districts, within which zone districts certain permitted uses are specified; and

**WHEREAS**, the Board of Trustees finds this ordinance is authorized by the Town's police power and local land use and zoning authority pursuant to C.R.S. § 29-20-101, et seq; C.R.S. § 31-23-101, et seq; C.R.S. § 31-15-103; C.R.S. § 31-15-401, and is consistent with the authorization provided by C.R.S. § 31-23-301; and

**WHEREAS**, the Board of Trustees provided notice of the public hearing on this ordinance by publication as provided by law; and

**WHEREAS**, the Wiggins Planning & Zoning Commission has held a public meeting on this ordinance and forwarded its recommendation to the Board of Trustees, and the Board of Trustees has duly considered that recommendation; and

**WHEREAS**, it is the specific intent of the Board of Trustees in passing this ordinance to allow existing structures not in compliance with the amendments set forth in this ordinance to continue within the Town as non-conforming situations.

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

**Section 1.** Section 05.03 and 5.04 of the Land Development Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are stricken through):

**5.03 Sketch Plan.**

A. The purpose of the sketch plan is to allow a review of the concept for development and the overall feasibility of the project. The review at this stage also allows the staff and Planning & Zoning Commission to judge the level of appropriateness of the proposed use, as well as identify potential problems which must be resolved prior to final approval of the plan. Submission requirements for Sketch Plans are found in Appendix 9.

**B. Review Procedure.**

1. **Zoning Administrator and Staff Review.** All applications shall be referred to the Planning & Zoning Commission by the Zoning Administrator. Copies of proposed plans may be sent to other agencies and utility companies for comment. Within fifteen (15) days

following the filing deadline, the Zoning Administrator and Staff shall meet to review the application and compile written comments and recommendations to the Planning & Zoning Commission.

If the comments and recommendations reveal that the application has deficiencies which require significant additional work or further discussion between the Zoning Administrator and the applicant, the Administrator may defer sending the matter to the Planning & Zoning Commission until the outstanding issues have been addressed adequately by the applicant.

2. **Planning & Zoning Commission.** At the next regular meeting following the filing date for applications, the Planning & Zoning Commission shall consider the sketch plan and the comments and recommendations of the Zoning Administrator pertaining to the application. The Planning & Zoning Commission, using criteria established elsewhere in this regulation, the Comprehensive Plan, and the Town Ordinances, shall approve the application, grant approval with modifications, or deny the application.

3. **Appeal to Town Board.** Decisions of the Planning & Zoning Commission may be appealed to the Board of Trustees. A written appeal of any action by the Planning & Zoning Commission shall be filled within fourteen (14) calendar days following the Planning & Zoning Commission decision.

4. **Town Board Action on Sketch Plan.**

a. **Appeals to the Town Board.** Decisions of the Planning & Zoning Commission appealed to the Town Board shall be heard after giving ten (10) day written notice to the applicant at a regularly scheduled meeting. The Town Board shall, using criteria established elsewhere in this regulation, the Comprehensive Plan, and the Town Ordinances, approve the application, grant approval with modifications, or deny the application.

b. **Town Board Review.** The Town Board may call up for review any sketch plan acted upon by the Planning & Zoning Commission. Notice of such review must be requested in writing from three (3) or more Board members, or a majority decision of the Board members at a regularly scheduled Board meeting within fourteen (14) days following the Planning & Zoning Commission decision.

c. Approval of the Sketch Plan does not bind the Planning & Zoning Commission or Town Board to accept the Preliminary Plan or Final Plat.



## 5.04 Preliminary Plan

A. **Purpose.** The purpose of the preliminary plan is to allow a full review of all technical aspects of the subdivision. Submission requirements for preliminary plans are found in Appendix 9.

B. **Review Procedure.**

1. **Zoning Administrator and Staff Review.** All applications shall be referred to the Planning & Zoning Commission by the Zoning Administrator. Copies of proposed plans may be sent to other agencies and utility companies for comment. Within fifteen (15) days following the filing deadline, the Zoning Administrator and Staff shall meet to review the application and compile written comments and recommendations to the Planning & Zoning Commission.

If the comments and recommendations reveal that the application has deficiencies which require significant additional work or further discussion between the Zoning Administrator and the applicant, the Administrator may defer sending the matter to the Planning & Zoning Commission until the outstanding issues have been addressed adequately by the applicant.

2. **Planning & Zoning Commission.** At the next regular meeting following the filing date for applications, the Planning & Zoning Commission shall consider the sketch plan and the comments and recommendations of the Zoning Administrator pertaining to the application. The Planning & Zoning Commission, using criteria established elsewhere in this regulation, the Comprehensive Plan, and the Town

Ordinances, shall approve the application, grant approval with modifications, or deny the application.

3. **Appeal to Town Board of Trustees.** Decisions of the Planning & Zoning Commission may be appealed to the Board. A written appeal of any action by the Planning & Zoning Commission shall be filled within fourteen (14) calendar days following the Planning & Zoning Commission decision.

4. **Town Board Action.**

a. **Appeals to the Town Board.** Decisions of the Planning & Zoning Commission appealed to the Town Board shall be heard after giving ten (10) day written notice to the applicant at a regularly scheduled meeting. The Town Board shall, using criteria established elsewhere in this regulation, the Comprehensive Plan, and the Town Ordinances, approve the application, grant approval with modifications, or deny the application.

b. **Town Board Review.** The Town Board may call up for review any preliminary plan acted upon by the Planning & Zoning Commission. Notice of such review must be requested in writing from three (3) or more Board members, or a majority decision of the Board members at a regularly scheduled Board meeting within fourteen (14) days following the Planning & Zoning Commission decision.

5. Approval of the Preliminary Plan does not bind the Planning & Zoning Commission or Town Board to accept the Final Plat.

**Section 2.** Section 05.05.B.1 of the Land Development Code is hereby repealed and reenacted with amendments to read as follows (words to be added are underlined; words to be deleted are stricken through):

#### **05.05 Final Plat.**

B. Review Procedure. In connection with any request for subdivision, a Final Plat shall be submitted in accordance with the requirements of Appendix 9. Upon a finding by the Administrator that a complete plan has been submitted, reviewed and approved by all applicable departments, and after consultation with potentially impacted public agencies, the Final Plat will be scheduled for consideration at a public hearing before the Planning & Zoning Commission and the Board of Trustees. The Planning & Zoning Commission shall review the Final Plat and send its recommendations to the Board of Trustees. The Board of Trustees shall approve, approve with conditions, or deny the Final Plat in accordance with the criteria set forth in the Land Development Code. Notice of the public hearing(s) shall be provided in accordance with Section 05.10.

**Section 3.** Appendix 5 of the Land Development Code (Submission Requirements for Planned Development District Amendments) is hereby repealed in its entirety and to be read as follows (words to be added are underlined; words to be deleted are stricken through):

#### **APPENDIX 5**

##### **SUBMISSION REQUIREMENTS FOR PLANNED DEVELOPMENT DISTRICT AMENDMENTS**

A. The applicant shall submit ten (10) large format hard copies and an electronic version of graphic documents similar in format for PD Plans with specific approval signature blocks for ownership of the PD amendment area, Planning & Zoning Commission approval, Board of Trustees approval and Clerk and Records Certificate, plus the legal description of the amendment area and the dates when the original Preliminary PD Plans or ODPs were recorded and the particular file, map, and recording page numbers. The word "amendment" shall appear under

the PD title at the top of the page. The staff will indicate the level of detail necessary for the graphic and narrative submissions.

- B. The proposed amendment(s) shall be clearly indicated on a site plan and a written narrative explaining in detail the changes from the original Preliminary or ODP approval must accompany the site plan.
- C. A list of property owners both within and external to the PD amendment area and up to three hundred (300) feet from the boundary of the PD amendment area. The Town will notice these owners within fifteen (15) days of the hearings before the Planning & Zoning Commission and the Board of Trustees by mail, return receipt requested. The Planning & Zoning Administrator will determine which properties within the entire or original planned unit development would be affected by the proposed change, and all owners of such property shall also receive notice.
- D. A land use chart showing all originally approved residential densities, numbers of units, nonresidential densities or Floor Area Ratio's (FARs), and nonresidential square footage compared to the new densities, unit numbers, FARs and square footage.
- E. Development Plan Sheet showing:
  - 1. Use list for all planning areas and maximum heights of uses;
  - 2. Major circulation system;
  - 3. Planning area acreage and densities;
  - 4. Open space areas/trails/parks/ recreation facilities;
  - 5. Utility facilities (water, sewer, drainage, etc., on a generalized engineering level);
  - 6. Public facilities and proposed dedication areas
  - 7. Initial development phasing Timetable
  - 8. Legal descriptions of amendment area tied to original boundary survey
  - 9. Title insurance commitment or policy dated a maximum of 15 days prior to the date of application.

**Section 4.** Appendix 9 of the Land Development Code (Submission Requirements for Subdivisions) is hereby amended by the addition of a new Section II (Sketch Plan Submission Requirements) and Section III (Preliminary Plat Submission Requirements) to read as follows:

**II. Sketch Plan Submission Requirements** - Developers should submit five (5) hard copies and one (1) electronic copy of the sketch plan to the Administrator. The sketch plan should include the following items:

- 1. A map showing the general location of the proposed subdivision, its property boundaries, and the direction of True North;
- 2. The name and address of the developer;

3. The proposed name and location of the subdivision;
4. The approximate total acreage of the proposed subdivision;
5. The tentative street and lot arrangement;
6. Topographic contours from available data, such as United States Geological Survey topographic maps;
7. A lot and street layout indicating general scaled dimensions of lots to the nearest foot.
8. Evidence that prior to the subdivision of any unsubdivided land or the re-subdivision of any land within the corporate limits of the Town of Wiggins or prior to the annexation of any land to the Town for the purpose of subdividing, the developer shall be able to convey, transfer or assign to the Town adjudicated water rights of sufficient priority that the rights will yield annually to the Town a quantity of water equal to 1.5 times the water required to serve the proposed development.
  - a. In lieu of the conveyance of such water to the Town of Wiggins, the developer, with the consent of the Board of Trustees, shall be prepared to pay to the Town the money equivalent of such water. The money equivalent shall be that amount determined by the Board of Trustees as being equal in value to the water required herein.
  - b. This evidence shall be provided by the developer to the Planning & Zoning Commission at the sketch plan stage to prove that the water rights described above are available for conveyance and sufficient in terms of quality, quantity, and dependability to satisfy the requirements of this Ordinance. Such evidence may include, but shall not necessarily be limited to:
    - 1) evidence of ownership or rights of acquisition of or use of existing or proposed water rights.
    - 2) historic use and estimated yield of claimed water rights.
    - 3) amenability of existing rights to a change in use.
    - 4) evidence concerning the potability of the claimed water rights.
9. The sketch plan shall contain a description of the water distribution system contemplated for the proposed development.
10. The sketch plan shall contain a description of the sewer collection system contemplated for the proposed development.
11. A report and map showing all the significant natural and man-made features on the site and within one-half mile of any portion of the site. This report will include streams, canals, lakes, -vegetation and geologic characteristics of the area significantly affecting the land use and determining the impact of such characteristics on the proposed subdivision. Specific emphasis should be placed on those portions of the site located in designated flood plain or undermined areas.
12. A map showing soil types and their boundaries, as shown on Soil Survey Maps prepared by the U.S. Department of Agriculture, Soil Conservation Service, and also a table of all interpretations for the soil types shown on the soil map

prepared by the Soil Conservation Service. (Requests for these maps and tables are made to the local Soil Conservation District; the subdivision does not need to be in a soil conservation district to obtain the map and table or have them prepared).

13. The scale of the Sketch Plan shall be not less than one inch (1") equals two hundred feet (200'). Some variation from this will be acceptable in the case of large subdivisions provided the plans and design are clearly legible. The sketch plan shall include the name of the subdivision, and block and lot numbers. In the case of large subdivisions requiring more than two sheets at such a scale, an area plan showing the total area on a single sheet and an appropriate scale shall also be submitted.
14. Any other information the developer believes necessary to obtain the informal opinion of the planning staff as to the proposed subdivision's compliance with the requirements of this chapter.

**III. Preliminary Plat Submission Requirements-** The Preliminary Plat application shall contain the following:

- A. One copy of an Application for Approval of a Preliminary Plat and all required supporting documents.
- B. Certified check payable to the Town for filing fees as established by the Town Clerk.
- C. A minimum of ten (10) black on white or blue on white prints of the Preliminary Plat and required supporting documents and one (1) electronic copy.
- D. One additional set of materials is required when the property being subdivided abuts a state highway.
- E. Summary Statement of Proposal including the following:
  1. Total acres to be subdivided.
  2. Total number of proposed dwelling units.
  3. Total number of square feet of non-residential floor space.
  4. Total number of off-street parking spaces, including those associated with single family residential use.
  5. Estimated total number of gallons of water per day required.
  6. Estimated total number of gallons per day of sewage to be treated.
  7. Estimated construction cost and proposed method of financing of the streets and related facilities, water distribution system, sewage collection system, storm drainage facilities, and such other facilities as may be necessary to complete the development plan.
- F. List prepared by a licensed title or abstract company of all owners of record of property adjacent to and within 300 feet of the area of the proposed subdivision, including their addresses. This information will be utilized for notification of meeting time and date.
- G. Such other preliminary information as may be required by the Planning & Zoning Commission in order to adequately review the plat. Preliminary data should be prepared in graphic form avoiding time consuming final drafting procedures and detailed calculations.

H. The minimum data required for preliminary review are as follows:

1. Location Map - Select a scale from 1" = 500' to 1" = 1000', sufficient to show the proposed internal and the existing external road systems. Significant topographic features should be shown.
2. Preliminary Street Plans - 1" = 50' with two (2) foot contours with alignment, graphic dimensions of right-of-way widths, curve radii, and tangent lengths. The proposed typical structural and geometric cross sections, location, type and approximate size of appurtenant structures, such as bridges, culverts, traffic control devices, lot lines and other design features should all be shown.
3. Preliminary Street Profile Preliminary profiles based upon the contours and the sketched alignments should be provided showing graphic grades, proposed lengths of vertical curves, limits of horizontal curves, and locations of bridges and major culverts. Where streets are to be temporarily stubbed at site or plat boundaries, the profiles should extend sufficiently beyond the boundary to assure the feasibility of a future extension that can conform to standards.
4. Preliminary Drainage Plan and Report - The preliminary plan and report should contain the following minimum data. A basin contour map defining the drainage basins and illustrating the existing drainage patterns and concentration points with rough estimates of contributory acreage and runoff amounts. A sketch of the proposed land development showing the consequent changes in the drainage patterns, concentration points and flooding limits with estimates of acreage, runoff coefficients and runoff amounts for the areas to be developed both now and the future within each basin. A narrative of the proposed handling of the increased drainage at the concentration points or of internal pattern changes.
5. Preliminary Design of Utilities - Preliminary plans and profiles of the proposed water and sewer facilities should be provided showing the location of all existing and/or proposed water and sewer and other utilities relative to the development. Indicate the size, type and other pertinent data for all existing and proposed utility improvements.
6. Preliminary Landscaping Plan - A preliminary landscaping plan shall be submitted which shall show the approximate size and types of proposed planting and the location of the planting and its spacing. The plan shall also show the approximate location, type, height, spacing, and physical health of existing vegetation. A statement will be required explaining the intent of the preliminary landscaping plan, as for screening purposes and specimen tree plantings.
7. Letter from the fire district concerning fire protection and fire flow requirements for the proposed subdivision.

**Section 5.** If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed

this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

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

**INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY  
TITLE ONLY, BY THE BOARD OF TRUSTEES OF THE TOWN OF WIGGINS, COLORADO  
THIS 27<sup>TH</sup> DAY OF OCTOBER 2021.**

TOWN OF WIGGINS, COLORADO

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Jeffrey Palmer, Mayor

ATTEST:

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Deborah Lee, Town Clerk

I, Deborah Lee, Town Clerk of the Town of Wiggins, Colorado, hereby certify and attest that the foregoing Ordinance No. \_\_\_\_\_ 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 \_\_\_\_ day of \_\_\_\_\_, 2021. This Ordinance was published in The Fort Morgan Times on \_\_\_\_\_, 2021.

Dated \_\_\_\_\_.



## **MINUTES OF MEETING**

### **TOWN OF WIGGINS PLANNING AND ZONING COMMISSION**

October 19, 2021 at 7:00 p.m.

#### **CALL TO ORDER & ROLL CALL**

A regular meeting of the Planning and Zoning Commission for the Town of Wiggins, Colorado was held on Tuesday, October 19, 2021 in the Town Hall and via video conferencing. Chairman Jeff Palmer called the meeting to order at 7:00 p.m. The following Commissioners answered roll call: Chairman Jeff Palmer, Commissioners Stan Baumgartner and JoAnn Rohn-Cook. Staff present were Town Manager, Tom Acre; Town Clerk, Deb Lee; Melinda Culley, Town Attorney (by Zoom); and Planning and Zoning Administrator, Hope Becker.

#### **APPROVAL OF CONSENT AGENDA**

Motion was made by Commissioner Stan Baumgartner to approve the agenda as written. Second was made by Commissioner JoAnn Rohn-Cook. Roll Call: Unanimously approved.

#### **APPROVAL OF MINUTES FROM September 14, 2021**

Motion was made by Commissioner JoAnn Rohn-Cook to approve the minutes from March 9, 2021. Second was made by Commissioner Stan Baumgartner. Roll Call: Unanimously approved.

#### **PUBLIC HEARING – CONSIDERATION OF PLANNING AND ZONING RESOLUTION 04-2021 – A Special Review Use application for Arrowhead Trash located at 221 Main Street.**

The Public Hearing was opened by Chairman Jeff Palmer at 7:28 pm. The Commissioners were asked if there were any disclosures. Commissioner Jo-Ann Rohn-Cook submitted a notice she received in the mail providing notice of the hearing. Commission Rohn-Cook owns a rental property that is within 300 feet of 221 Main Street. Chairman Palmer asked if anyone had objections or concerns to Commissioner Rohn-Cook's disclosure. No objections were received.

Chairman Palmer invited staff to introduce the applicant and provide the Staff Report. Planning & Zoning Administrator, Hope Becker, introduced the applicant as Troy Freauuff of Arrowhead Trash. He is requesting the use of 221 Main Street as a place of storage for his trash compactor trucks. Hope Becker brought up staff concerns regarding the use of the building for anything except what the Comprehensive Plan and the Land Development Code directed. Staff recommended disapproval of the proposed application.

Chairman Palmer opened the floor for the applicants to speak. The applicants, Troy and Jody Freauuff, made comments and brought up points regarding their application. They let the Chairman and Commissioners know;

- that they plan to have the trash trucks stored within the building;
- they moved their recycling to Keenesburg, CO;
- they need the shed to plug in their vehicles to start them easier.
- The trucks will be in the truck bays and will be moved at 4:30 am and back at 2:30 pm. This shouldn't affect traffic from the school;
- The trucks won't have any trash on them unless they have a special pickup after they've dumped their trucks or if the landfill is closed;
- He doesn't see needing additional trucks in the next 5 years. If they need more trucks, they will build a shop elsewhere and possibly keep the building as an office.
- They will not be storing dumpsters in the buildings. They won't be unloading dumpsters at the location.



Chairman Palmer opened the microphone for public comments and the webinar was checked for community members who might want to make comments. The following public stepped forward to provide comment:

Glenn Neal; 105 E. Central Avenue; Wiggins, CO 80654. He is in favor of having Arrowhead at this facility. There were no other facilities available at the time.

Fred Midcap; 5143 Rd 3; Wiggins, CO 80654. He sat on the Morgan County Board of Variances for almost 20 years. He stated that zoning rules are meant to be a guideline. That there is room for flexibility. Morgan County wanted businesses to move in so they made variances to get more businesses into the county because it helped the tax base. He thinks Wiggins should work with Arrowhead as it will benefit the town and the county.

Dustin Bruntz; 3446 Rd T; Wiggins, CO 80654. The Town of Wiggins should promote business instead of scaring it off.

Matt O'Patik; 218 Main Street; Wiggins, CO 80654. Troy Freauuff is in here for the long haul. He should be allowed to keep his business here.

Patricia Crites; 12961 Rd 3; Wiggins, CO 80654. Her previous family-owned company, Country Hardware, started as a tractor implement business. The building Arrowhead purchased has not paid property taxes for years because it was owned by Morgan County. Arrowhead purchasing the property will now bring property taxes back to Wiggins. She supports Troy 100%.

Jeremy Reed; 401 Suzann St; Wiggins, CO 80654. He's surprised at this. He believes that Arrowhead serves more customers in town than most businesses. He walks his dog by the Main Street building four or five times a week. Troy's business shouldn't negatively affect the town. He believes saying no to Arrowhead will keep other businesses out.

Keith Neal; 5515 CR Q; Wiggins, CO 80654. He owns Wrench LLC and fixes equipment for Arrowhead. He wants to know what other businesses Wiggins will lose by not allowing Arrowhead to stay. He wants Arrowhead as a business in town.

No public comments were received from the Zoom audience.

Troy Freauuff spoke again. He added that his long-term goals are for his son to run the business after he retires. He and Jody have grown up in Wiggins their whole lives. They don't generate sales tax. They do pay a lot of sales taxes from the money they spend at the hardware store and the auto parts store

Public comments were closed at 7:45 pm.

Chairman Palmer opened Commissioner discussions and deliberations. Each Commissioner provided comments.

**P & Z RESOLUTION 04-2021** A Resolution Recommending Disapproval of a Special Review Use for Arrowhead Trash Located at 221 Main Street.

Motion was made by Commissioner JoAnn Rohn-Cook to approve Planning and Zoning Resolution 04-2021. Seconded by Commissioner Stan Baumgartner. Roll Call: Unanimously Disapproved.

**P & Z RESOLUTION 06-2021** A Resolution Recommending Approval of a Special Review Use for Arrowhead Trash Located at 221 Main Street.

Town Manager, Tom Acre, provided a draft resolution that was created in case the proposed resolution was not approved. The draft resolution was provided to each Commissioner and to the applicant. The Applicant was provided an opportunity to add his concerns regarding the conditions of the new resolution.

Motion was made by Commissioner Stan Baumgartner to approve Planning and Zoning Resolution 06-2021. Seconded by Commissioner JoAnn Rohn-Cook. Roll Call: Unanimously Approved with conditions.

**CONSIDERATION OF P & Z RESOLUTION 05-2021** A Resolution Recommending Approval of an Ordinance Amending the Wiggins Land Development Code Concerning Site Plans, Planned Development Districts, and Other Matters

Chairman Palmer moved on to the next agenda item. Hope Becker provided a staff report regarding P & Z Resolution 05-2021: A Resolution Recommending Approval of an Ordinance Amending the Wiggins Land Development Code Concerning Site Plans, Planned Development Districts, and Other Matters. Her staff report indicated that the Board of Trustees repealed various sections of the Land Development Code within Section 5 – Subdivision requirements, repealed appendix 5 in its entirety and various parts of Appendix 9. The staff is requesting that these various sections are re-inserted into the Land Development Code in an amended fashion. The absence of these sections will make things difficult for Roberts81 Subdivision to continue maintaining its Preliminary Plat and it has made clarity difficult in other sections.

Motion was made by Commissioner Stan Baumgartner to approve Planning and Zoning Resolution 04-2021. Seconded by Commissioner JoAnn Rohn-Cook. Roll Call: Unanimously Approved.

#### **ADJOURNMENT**

Chairman Jeff Palmer, upon receiving no further comments or concerns from the Commissioners, adjourned the meeting at 8:15 pm.

**Respectfully submitted by:**

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Deborah Lee, Town Clerk



## **STAFF SUMMARY**

### **Planning & Zoning Commission**

**October 19, 2021**

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**Date:** October 15, 2021

**AGENDA ITEM NUMBER:** 3

**TOPIC:** Amendment to Land Development Code

**Responsible Staff Member:** Hope Becker, Planning & Zoning Administrator

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#### **BACKGROUND**

The Wiggins Land Development Code (LDC) provides guidelines and the framework of where and what type of development can occur within the town's corporate limits. These codes guide the Town of Wiggins with permissible land uses to building locations, setbacks, and parking requirements, and more. When written well, codes make it easier for a community to implement its vision.

On October 11, 2017 the Board of Trustees approved an amendment to the LDC repealing certain sections of the Subdivision submission requirements and repealing Appendix 5. However, the repealed sections have important guidelines that help staff and the Town to properly maintain existing subdivisions and bring forth new subdivisions in the future.

#### **SUMMARY**

The repealed sections of Section 5 pertained to Subdivision sketch plans, preliminary plans, and certain sections of preliminary planned development plans. The previously repealed sections provide the guidelines necessary to for staff to process conditions that were attached to the approval of the Preliminary Planned Development for Roberts 81. The proposed amendments to the LDC that reestablish previously repealed sections that are required for Town staff to consider and approve future developments.

Attached is a draft ordinance for your review amending the LDC to reestablish the previously repealed sections. The ordinance will be presented to the Board of Trustees at the Board of Trustees meeting on October 27, 2021 in a public hearing.

#### **RECOMMENDATION**

Staff recommends the approval of the amendments to the Land Development Code.

**WIGGINS PLANNING & ZONING COMMISSION**

**P & Z RESOLUTION NO. 05-2021**

**A RESOLUTION RECOMMENDING APPROVAL OF AN ORDINANCE AMENDING THE WIGGINS LAND DEVELOPMENT CODE CONCERNING, SITE PLANS, PLANNED DEVELOPMENT DISTRICTS, AND OTHER MATTERS**

WHEREAS, there has been proposed an ordinance amending the Wiggins Land Development Code concerning site plans, planned development district and other matter; and

WHEREAS, the Wiggins Planning & Zoning Commission has held a public meeting to consider such amendments to the Wiggins Land Development Code; and

WHEREAS, the Wiggins Planning & Zoning Commission finds that the proposed ordinance should be approved in essentially the same form as accompanies this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING & ZONING COMMISSION OF THE TOWN OF WIGGINS, COLORADO:

**Section 1.** The Wiggins Planning & Zoning Commission hereby recommends approval of the proposed ordinance amending the Wiggins Land Development Code concerning site plans, planned development district and other matters.

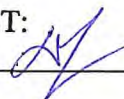
INTRODUCED, READ, and ADOPTED this 19th day of October, 2021.

TOWN OF WIGGINS, COLORADO



Jeffrey Palmer, Chairperson

ATTEST:



Deborah Lee, Town Clerk





## **STAFF SUMMARY**

### **Board of Trustees Meeting**

**October 27, 2021**

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**DATE:** October 16, 2021

**AGENDA ITEM NUMBER:** 6

**TOPIC: Resolution No. 34-2021** – A Resolution Approving the Colorado Opioids Settlement Memorandum of Understanding and Other Documents Necessary for the Town's Participation in Pending Opioids Settlement

**STAFF MEMBER RESPONSIBLE:** Tom Acre, Town Manager

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#### **BACKGROUND:**

As you may know, the State, as well as several Colorado local governments, have pursued litigation against various pharmaceutical companies for their role in causing the opioid epidemic in Colorado. That litigation recently resulted in settlements with Purdue Pharma, McKinsey & Co., Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, resulting in up to approximately \$400 million in settlement funds for both the State and Colorado local governments to abate the opioid crisis.

Colorado Attorney General Phillip Weiser signed the Colorado Opioids Settlement Memorandum of Understanding on August 26, 2021 and announced that after years of negotiations, two proposed nationwide settlement agreements (Settlements) have been reached that would resolve all opioid litigation brought by states and local political subdivisions against three pharmaceutical distributor, McKesson, Cardinal Health and AmerisourceBergen (Distributors), and one manufacture, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, Janssen). The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic.

Funds from the settlement will be distributed over a period of years. Colorado's share of the settlement is \$400 million of the \$22.8 billion nationwide settlement. Details on the Colorado Opioids Settlement and the approved purposes the settlement funds may be used for are contained in the attached Colorado Opioids Settlement.

Staff presented and discussed the Colorado Opioids Settlement with the Trustees at the October 13, 2021 Work Session. The Board was generally supportive of the Town participating

in the Settlement, however there were some questions such as how much would the Town receive.

#### **SUMMARY:**

On October 1, 2021, the Colorado Department of Law informed municipal leadership that an agreement was reached with Colorado's local governments for distributing opioid settlement and recovery funds to local counties and municipalities. After a lengthy and complex negotiation between the Attorney General's Office, Colorado Counties, Inc. (CCI), Colorado Municipal League (CML), and many negotiating local governments a Memorandum of Understanding (MOU) was created detailing the distribution process.

To maximize the settlement funds within Colorado, it is important that all Colorado counties and municipalities participate in these settlements and the distribution process by signing the following four documents:

1. The MOU that lays out the allocation of Opioid recoveries in the State of Colorado;
2. The Subdivision Settlement Participation Form that releases subdivisions' legal claims against Johnson & Johnson;
3. The Subdivision Settlement Participation Form that releases subdivisions' legal claims against AmerisourceBergen, Cardinal Health, and McKesson; and
4. The Colorado Subdivision Escrow Agreement that ensures subdivisions' legal claims are released only when 95% participation by certain local governments has been reached. That 95% participation threshold is important because it triggers certain amounts of incentive payments under the settlements and signals to the settling pharmaceutical companies that the settlements have wide acceptance.

Local governments are being asked to return the signed documents as detailed below by November 5, 2021.

The documents identified above requiring signature are attached to this staff summary for your review. Additional information on the opioid settlement can be found on the Colorado Attorney General's website at <https://coag.gov/opioids/>.

#### **FISCAL IMPACT:**

Participation in the Opioid Settlement MOU process does not impact the Town's budget immediately. In the future the budget will be impacted positively by providing funding for opioid related programs. It estimated that based on the current MOU the direct payment to the Town could be between \$3,048 and \$4,064.

#### **APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:**

This action supports the Town's desire to provide the appropriate education and drug prevention programs for citizens that may need them. It also supports the desire to maintain a safe community in which to live.



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

The Board of Trustees may approve the Resolution, approve the Resolution with modifications or not approve the Resolution.

**MOTION FOR APPROVAL:**

I make a motion to adopt Resolution No. 34-2021 - A Resolution Approving the Colorado Opioids Settlement Memorandum of Understanding and Other Documents Necessary for the Town's Participation in Pending Opioids Settlement

**ACTION REQUESTED:**

MOTION, SECOND, ROLL-CALL, VOTE.

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

**TOWN OF WIGGINS, COLORADO  
RESOLUTION NO. 34-2021**

**A RESOLUTION APPROVING THE COLORADO OPIOIDS  
SETTLEMENT MEMORANDUM OF UNDERSTANDING AND OTHER  
DOCUMENTS NECESSARY FOR THE TOWN'S PARTICIPATION IN  
PENDING OPIOIDS SETTLEMENTS**

**WHEREAS**, the Office of the Colorado Attorney General recently distributed information concerning local government participation in settlements of claims related to the national opioid crisis brought by state and local governments against various, major pharmaceutical manufacturers and distributors (the “Defendants”); and

**WHEREAS**, the Attorney General’s Office and the litigating plaintiffs anticipate one or more settlements with Defendants in the federal litigation; and

**WHEREAS**, in anticipation of the potential settlements, the State of Colorado and various Colorado local governments have negotiated an agreement governing the allocation, distribution, and expenditure of any settlement proceeds paid in connection with the opioids litigation; and

**WHEREAS**, participation in the settlements is not limited to governments that filed suit in the opioid litigation; and

**WHEREAS**, on August 26, 2021, Colorado Attorney General, Philip J. Weiser, signed the attached Colorado Opioids Settlement Memorandum of Understanding, together with Exhibits A through G (the “MOU”), governing the allocation, distribution, and expenditure of settlement proceeds, on behalf of the State of Colorado; and

**WHEREAS**, the MOU applies to all pending and future settlements reached with opioid manufacturers and distributors; and

**WHEREAS**, along with the MOU, local governments have been asked to approve, sign, and return two settlement participation forms, the first regarding the pending settlement with opioid manufacturer Janssen (Johnson & Johnson), and the second regarding the pending settlement with opioid distributors AmerisourceBergen, Cardinal Health, and McKesson (the “Settlement Participation Forms”); and

**WHEREAS**, local governments have been asked, further, to approve, sign, and return the Colorado Subdivision Escrow Agreement, which ensures that local governments’ legal claims are released only when ninety-five percent (95%) participation by certain local governments has been reached; and



**WHEREAS**, the ninety-five percent (95%) participation threshold is important because it triggers certain amounts of incentive payments under the settlements and signals to the settling pharmaceutical companies that the settlements have wide acceptance; and

**WHEREAS**, the Board of Trustees for the Town of Wiggins believes it to be in the best interest of the Town to approve the MOU, the Settlement Participation Forms, and the Colorado Subdivision Escrow Agreement, which will allow settlement proceeds to be used in the Town for services, programs, and other purposes related to opioid crisis abatement as set forth in Exhibit A to the MOU; and

**WHEREAS**, the Town Board of Trustees encourages local governments throughout the State of Colorado to approve the MOU, the Settlement Participation Forms, and the Colorado Subdivision Escrow Agreement, as the number of participating local governments will directly affect the amount of the settlement proceeds provided.

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

**SECTION 1.** The Colorado Opioids Settlement Memorandum of Understanding (“MOU”) is hereby approved in essentially the same form as the copy of such MOU accompanying this Resolution.

**SECTION 2.** The Settlement Participation Forms regarding the pending settlement with manufacturer Janssen (Johnson & Johnson), and the pending settlement with distributors AmerisourceBergen, Cardinal Health, and McKesson (the “Settlement Participation Forms”) are hereby approved in essentially the same form as the copies of such Settlement Participation Forms accompanying this Resolution.

**SECTION 3.** The Colorado Subdivision Escrow Agreement (“Escrow Agreement”), which ensures that the Town’s legal claims are released only when ninety-five percent (95%) participation by certain local governments has been reached, is hereby approved in essentially the same form as the copy of such Escrow Agreement accompanying this Resolution.

**SECTION 4.** The Town Manager is authorized to execute the MOU, the Settlement Participation Forms, and the Escrow Agreement on behalf of the Town, and the Town Manager is hereby further granted authority to negotiate and approve such revisions to said MOU, the Settlement Participation Forms, and the Escrow Agreement as the Town Manager determines are necessary or desirable for the protection of the Town, so long as the essential terms of such documents are not altered.

**INTRODUCED, ADOPTED AND RESOLVED THIS 27<sup>TH</sup> DAY OF OCTOBER,  
2021.**

TOWN OF WIGGINS, COLORADO

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Jeffrey Palmer, Mayor

ATTEST:

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Deborah Lee, Town Clerk

**COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING  
("MOU")**

Thursday, August 26, 2021

August 25, 2021 Attorney General version

**A. Definitions**

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming, and services to abate the opioid epidemic as identified by the terms of any Settlement. If a Settlement is silent on Approved Purpose(s), then Approved Purpose(s) shall mean those forward-looking strategies to abate the opioid epidemic identified in **Exhibit A** or any supplemental forward-looking abatement strategies added to **Exhibit A** by the Abatement Council. Consistent with the terms of any Settlement, "Approved Purposes" shall also include the reasonable administrative costs associated with overseeing and administering Opioid Funds from each of the four (4) Shares described in Section (B)(2). Reimbursement by the State or Local Governments for past expenses are not Approved Purpose(s). "Approved Purposes" shall include attorneys' fees and expenses incurred in the course of the opioid litigation that are paid through the process discussed below.
2. "County Area" shall mean a county in the State of Colorado plus the Local Governments, or portion of any Local Government, within that county.
3. "Effective Date" shall mean the date on which a court of competent jurisdiction, including any bankruptcy court, enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger the formation of the Abatement Council in Section (C) and the Regional Councils in Section (F)(5).<sup>1</sup>
4. "General Abatement Fund Council," or "Abatement Council," shall have the meaning described in Section (C), below.

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<sup>1</sup> For the avoidance of doubt, the McKinsey Settlement and any other Settlement that precedes the finalization of drafting this MOU are not considered a trigger for purposes of the calculation of "Effective Date."

5. “Local Government(s)” shall mean all counties in the State of Colorado and the municipalities, towns, and county and city municipal corporations that are listed in **Exhibit B**.
6. “National Opioid Settlement Administrative Fund” shall mean any fund identified by a Settlement for the national distribution of Opioid Funds.
7. “Opioid Funds” shall mean damage awards obtained through a Settlement.
8. “Opioid Settling Defendant” shall mean any person or entity, or its affiliates, that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
9. “Participating Local Government(s)” shall mean all Local Governments that sign this MOU, and if required under terms of a particular Settlement, who have executed a release of claims with the Opioid Settlement Defendant(s). For the avoidance of doubt, a Local Government must sign this MOU to become a “Participating Local Government.” Local Governments may designate the appropriate individual from their entity to sign the MOU.
10. “Party” or “Parties” shall mean the State and/or Participating Local Government(s).
11. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).
12. “Regional Council” shall have the meaning described in Section (F)(5), below.
13. “Settlement” shall mean the negotiated resolution of legal or equitable claims against an Opioid Settling Defendant when that resolution has been jointly entered into by the State and the Participating Local Governments, or by any individual Party or collection of Parties that opt to subject their Settlement to this MOU. Unless otherwise directed by an order from a United States Bankruptcy Court, “Settlement” shall also include distributions from any liquidation under Chapter 7 of the United States Bankruptcy Code or confirmed plan under Chapter 11 of the United States Bankruptcy Code that treats the claims of the State and Local Governments against an Opioid Settling Defendant.
14. “The State” shall mean the State of Colorado acting through its Attorney General and the Colorado Department of Law.

**B. Allocation of Settlement Proceeds**

1. All Opioid Funds shall be held in accordance with the terms of any Settlement. If a Settlement allows Opioid Funds to be held in a National Opioid Settlement Administrative Fund, then Opioid Funds shall be held in such National Opioid Settlement Administrative Fund. If a Settlement does not allow for Opioid Funds

to be held in a National Opioid Settlement Administrative Fund, Opioid Funds shall be held in a Colorado-specific QSF Account or, under the following limited circumstances, in the State's Custodial Account: 1) if at the time of a Settlement, a Colorado-specific QSF Account is not yet established, although in such case, the Opioid Funds shall be transferred to the Colorado-specific QSF Account once it is established or 2) where the Abatement Fund Council determines Opioids Funds cannot be legally held in a Colorado-specific QSF Account. Regardless of whether Opioid Funds are held in a National Administrative Fund, a Colorado-specific QSF Account, or in the State's Custodial Account, the Abatement Council shall appoint one of its members to serve as the point of contact in accordance Section (C)(4)(b)(i), below.

2. All Opioid Funds, at the time of a Settlement or at the time designated in the Settlement documents, shall be divided and distributed as follows:<sup>2</sup>
  - a. **10%** directly to the State ("State Share") for Approved Purposes in accordance with Section (D), below;
  - b. **20%** directly to Participating Local Governments ("LG Share") for Approved Purposes in accordance with Section (E), below;
  - c. **60%** directly to Regions ("Regional Share") for Approved Purposes in accordance with Section (F), below; and
  - d. **10%** to specific abatement infrastructure projects ("Statewide Infrastructure Share") for Approved Purposes in accordance with Section (G), below.
3. Distribution of the Shares in Section B(2)(a) – (d) shall be direct, meaning that funds held in accordance with Section B(1) shall be disbursed directly to the State, Participating Local Governments, Regions, and the Statewide Infrastructure Share according to the terms of this MOU.
4. All Opioid Funds, regardless of allocation, shall be used for Approved Purposes.
5. Participating Local Governments may elect to share, pool, or collaborate with their respective allocation of the LG or Regional Shares in any manner they choose, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

### **C. General Abatement Fund Council**

1. A General Abatement Fund Council (the "Abatement Council"), consisting of representatives appointed by the State and Participating Local Governments, shall

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<sup>2</sup> This MOU treats multi-county health departments as county health departments for purposes of allocation and distribution of abatement proceeds and therefore multi-county health departments shall not receive any Opioid Funds directly. Third-Party Payors ("TPPs") are not Parties to this MOU.

be created to ensure the distribution of Opioid Funds complies with the terms of any Settlement and to provide oversight of the Opioid Funds in accordance with the terms of this MOU.

2. **Membership:** The Abatement Council shall consist of the following thirteen (13) members, who shall serve in their official capacity only.

a. **State Members:** Seven (7) members shall be appointed by the State, as authorized volunteers of the State, as follows:

- (i) A Chair to serve as a non-voting member, except in the event of a tie;
- (ii) Two (2) members who are licensed professionals with significant experience in substance use disorders;
- (iii) Three (3) members who are professionals with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or government administration related to substance use disorders; and
- (iv) One (1) member or family member affected directly by the opioid crisis.

b. **Local Government Members:** Six (6) members shall be appointed by the Participating Local Governments. Local Government Members shall be a County Commissioner, Mayor, City or Town Council Member, or a professional with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or governmental administration related to substance use disorders. A Participating Local Government may determine which Local Government Members are eligible (or ineligible) to serve on the General Abatement Fund Council. County Commissioners, City or Town Council Members, and/or Mayors from the Regions identified in **Exhibit C** shall collaborate to appoint Local Government Members as follows:

- (i) Two (2) Members from Regions 1, 5, 13, 14, 15, 17, 18;
- (ii) Two (2) Members from Regions 2, 6, 7, 8, 9, 10, 11, 12, 16; and
- (iii) Two (2) Members from Regions 3, 4, 19.

c. **Terms:** The Abatement Council shall be established within ninety (90) days of the Effective Date. In order to do so, within sixty (60) days of the Effective Date, the State shall appoint the State Members in accordance with Section (C)(2)(a), and after conferral with the Local Governments, CCI and CML shall jointly appoint six (6) Local Government Members for an initial term not to exceed one year. Thereafter, Members shall be

appointed in accordance with this Section and Sections (C)(2)(a) and (b) and may serve no more than two (2) consecutive two-year terms, for a total of four (4) consecutive years. Except that, beginning in the second year only, two (2) State Members and two (2) Local Government members shall be appointed for a three-year term and may serve one consecutive two-year term thereafter. The Chair shall have no term but may be replaced at the State's discretion.

- (i) If a State or Local Government Member resigns or is otherwise removed from the Abatement Council prior to the expiration of their term, a replacement Member shall be appointed within sixty (60) days in accordance with Sections (C)(2)(a) and (b).
- (ii) If a Local Government Member vacancy exists for more than sixty (60) days, the State shall appoint a replacement Local Government Member to serve until the vacancy is filled in accordance with Section (C)(2)(b).

- 3. **Duties:** The Abatement Council is primarily responsible for ensuring that the distribution of Opioid Funds complies with the terms of this MOU. The Abatement Council is also responsible for oversight of Opioid Funds from the Regional Share in accordance with Section (F), below, and for developing processes and procedures for the distribution and oversight of Opioid Funds from the Statewide Infrastructure Share in accordance with Section (G) below.
- 4. **Governance:** The Abatement Council shall draft its own bylaws or other governing documents, which must include appropriate conflict of interest and dispute resolution provisions, in accordance with the terms of this MOU and the following principles:
  - a. **Authority:** The Abatement Council does not have rulemaking authority. The terms of this MOU and any Settlement, as entered by any court of competent jurisdiction, including any bankruptcy court, control the authority of the Abatement Council and the Abatement Council shall not stray outside the bounds of the authority and power vested by this MOU and any Settlement.
  - b. **Administration:** The Abatement Council shall be responsible for an accounting of all Opioid Funds. The Abatement Council shall be responsible for releasing Opioid Funds in accordance with Section (B)(1) for the Regional and Statewide Infrastructure Shares in Sections (B)(2)(c) and (d) and shall develop policies and procedures for the release and oversight of such funds in accordance with Sections (F) and (G). Should the Abatement Council require assistance with providing an accounting of Opioid Funds, it may seek assistance from the State.

- (i) The Abatement Council shall appoint one of its members to serve as a point of contact for the purpose of communicating with the entity holding Opioid Funds in accordance with Section (B)(1) and in that role shall only act as directed by the Abatement Council.
- c. **Transparency:** The Abatement Council shall operate with all reasonable transparency and operate in a manner consistent with all Colorado laws relating to open records and meetings regardless of whether the Abatement Council is otherwise obligated to comply with them.
  - (i) The Abatement Council shall develop a centralized public dashboard or other repository for the publication of expenditure data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G).
  - (ii) The Abatement Council may also require outcome related data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G) and may publish such outcome related data in the centralized public dashboard or other repository described above. In determining which outcome related data may be required, the Abatement Council shall work with all Parties and Regional Councils to identify appropriate data sets and develop reasonable procedures for collecting such data sets so that the administrative burden does not outweigh the benefit of producing such outcome related data.
  - (iii) For purposes of funding the centralized public dashboard or other repository described above, the Abatement Council shall make good faith efforts to seek funding from outside sources first, otherwise the State shall provide such funding.
- d. **Collaboration:** The Abatement Council shall facilitate collaboration between the State, Participating Local Governments, Regional Councils, and other stakeholders for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.
- e. **Decision Making:** The Abatement Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, unless otherwise required in this MOU, the Abatement Council shall make decisions by a majority vote of its Members. The Chair shall only vote in the event of a tie.
- f. **Due Process:** The Abatement Council shall develop the due process procedures required by Section (G)(3)(d) for Parties to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council



shall also abide by the due process principles required by Section (F)(12)-(13) for Regions to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Regional Share.

- g. **Legal Status:** The Abatement Council shall not constitute a separate legal entity.
- h. **Legal Representation:** To the extent permitted by law, the State shall provide legal counsel to State Members for all legal issues arising from those State Members' work on the Abatement Council. At all times, Local Government Members of the Abatement Council are entitled to receive legal representation from their respective governmental entities. In the event of a conflict, the Abatement Council and its members may retain the services of other legal counsel.
- i. **Compensation:** No member of the Abatement Council shall be compensated for their work related to the Abatement Council.

#### **D. State Share**

- 1. In accordance with Sections (B)(1) and (B)(2)(a), and the terms of any Settlement, the State Share shall be paid directly to the State in accordance with the terms of this Section (D).
- 2. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado, however, the State Share shall be used for Approved Purposes only. The State will work to reduce administrative costs as much as practicable.
- 3. On an annual basis, as determined by the Abatement Council, the State shall provide all expenditure data, including administrative costs, from the State Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require the State to provide additional outcome-related data in accordance with Section (C)(4)(c)(ii) and the State shall comply with such requirements.
- 4. If the State disputes the amount of Opioid Funds it receives from the State Share, the State shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the State's right to seek recoupment of any deficiency in its State Share.

#### **E. LG Share**

- 1. In accordance with Sections (B)(1) and (B)(2)(b), and the terms of any Settlement, the LG Share shall be paid directly to Participating Local Governments in accordance with the terms of this Section (E).

2. Allocations to Participating Local Governments from the LG Share shall first be determined using the percentages shown in **Exhibit D**.
3. The LG Share for each County Area shall then be allocated among the county and the other Participating Local Governments within it. **Exhibit E** reflects the default allocation that will apply unless the Participating Local Governments within a County Area enter into a written agreement providing for a different allocation. The Participating Local Governments may elect to modify the allocation for a County Area in **Exhibit E**, but such modification to the allocation in **Exhibit E** shall not change a County Area's total allocation under Section (E)(2).
4. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation from the LG Share. The portion of the LG Share that would have been allocated to a Local Government that is not a Participating Local Government will instead be re-allocated to the Regional Share for the Region where the Local Government is located, in accordance with Section (F), below.
5. In the event a Participating Local Government dissolves or ceases to exist during the term of any Settlement, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Regional Share for the Region in which the Participating Local Government was located, in accordance with Section (F). If a Participating Local Government merges with another Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the successor Participating Local Government's allocation of the LG Share. If a Participating Local Government merges with a Local Government that is not a Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Region in which the merging Participating Local Government was located, in accordance with Section (F), below.
6. A Participating Local Government may forego its allocation of the LG Share and direct its allocation to the Regional Share for the Region where the Participating Local Government is located, in accordance with Section (F) below, by affirmatively notifying the Abatement Council on an annual basis of its decision to forego its allocation of the LG Share. A Participating Local Government's election to forego its allocation of the LG Share shall carry over to the following year unless the Participating Local Government notifies the Abatement Council otherwise. If a Participating Local Government elects to forego its allocation of the LG Share, the Participating Local Government shall be excused from the reporting requirements required by Section (E)(8).
7. Participating Local Governments maintain full discretion over the distribution of their allocation of the LG Share anywhere within the State of Colorado, however,

all Participating Local Governments shall use their allocation from the LG Share for Approved Purposes only. Reasonable administrative costs for a Participating Local Government to administer its allocation of the LG Share shall not exceed actual costs or 10% of the Participating Local Government's allocation of the LG Share, whichever is less.

8. On an annual basis, as determined by the Abatement Council, all Participating Local Governments shall provide all expenditure data, including administrative costs, from their allocation of the LG Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require Participating Local Governments to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and all Participating Local Governments shall comply with such requirements.
9. If any Participating Local Government disputes the amount of Opioid Funds it receives from its allocation of the LG Share, the Participating Local Government shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its LG Share.

#### **F. Regional Share**

1. In accordance with Sections (B)(1) and (B)(2)(c), and the terms of any Settlement, the Regional Share shall be paid to the Regions in accordance with the terms of this Section (F).
2. Participating Local Governments shall organize themselves into the Regions depicted in **Exhibit C**. Municipalities located in multiple Regions may join all or some of the Regions in which they are located according to **Exhibit C**.
3. Allocations to Regions will be distributed according to **Exhibit F**. For multi-county Regions, each Region's share listed in **Exhibit F** is calculated by summing the individual percentage shares listed in **Exhibit D** for the counties within that Region. The percentages in **Exhibit F** are based on the assumption that every Local Government in each Region becomes a Participating Local Government.
4. In the event a city, town, or other municipality that is a Participating Local Government merges, dissolves, or ceases to exist during the term of any Settlement, the allocation of the Regional Share owed to the Region in which that Participating Local Government existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with another county within its Region, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with a county in a different Region during the term of

any Settlement, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the Region in which that Participating Local Government merged in accordance with **Exhibit F**.

5. Each Region must create its own Regional Council while giving consideration to the regional governance models illustrated in **Exhibit G**. The Regional Council must be formed by the Participating Local Governments within the Region and each Regional Council shall designate a fiscal agent for the Region. Regional fiscal agents shall be county or municipal governments only. All funds from the Regional Share shall be distributed to the Regional Council's identified fiscal agent for the benefit of the entire Region.
  - a. Subject to this Section F(5), each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate. However, each voting member of a Regional Council shall be an employee or elected official of a Participating Local Government within the applicable Region. In the case of Denver, the voting members of its Regional Council shall be appointed by the Mayor. In the case of Broomfield, the voting members of its Regional Council shall be appointed by the Broomfield City and County Manager.
  - b. The Region shall not receive any Opioid Funds from the Regional Share until the Region certifies to the Abatement Council that its Regional Council has been formed and a fiscal agent has been designated. Such certification shall be in a simple form adopted by the Region and may be made via email, so long as it includes the names and affiliations of the Regional Council's members and the designated fiscal agent.
  - c. If a Region does not form and certify its Regional Council and designate its fiscal agent within one-hundred and eighty (180) days of the Effective Date, the Abatement Council shall appoint members to the Region's Regional Council. Regional Council members appointed by the Abatement Council shall serve until the Region certifies the formation of its Regional Council to the Abatement Council.
  - d. A Region shall submit a renewed certification required by Section (F)(5)(b), above, when its membership changes.
  - e. If a membership vacancy exists on a Regional Council for more than ninety (90) days and the Regional Council is unable to fill the vacancy by its regular procedures during that time, the Abatement Council shall appoint a replacement member to serve until the Region fills the vacancy.

6. A Local Government that chooses not to become a Participating Local Government shall not receive any Opioid Funds from the Regional Share or participate in the Regional Councils described in Section (F)(5) above.
7. Each Regional Council shall make requests to the Abatement Council for Opioid Funds from their allocation of the Regional Share. Each Regional Council's request for Opioid Funds from the Regional Share shall be accompanied by a 2-year plan identifying the Approved Purposes for which the requested funds will be used by the Region anywhere within the State of Colorado. A Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of this MOU and any Settlement. Any Regional Council may seek assistance from the Abatement Council for purposes of developing its 2-year plan.
8. Reasonable administrative costs for a Regional Council to administer its Region's allocation of the Regional Share shall not exceed actual costs or 10% of the Region's allocation of the Regional Share, whichever is less.
9. The Abatement Council shall release funds requested by a Regional Council in accordance with Section (B)(1) if the Regional Council's 2-year plan complies with the Approved Purposes, the terms of this MOU, and the terms of any Settlement. The Abatement Council shall not deny any funding request from a Regional Council on the basis that the Abatement Council does not approve or agree with the Approved Purposes for which a Regional Council requests Opioid Funds from the Regional Share. Nor may the Abatement Council hold up, delay, or make unreasonable requests for additional or supporting information of the Regional Council prior to releasing the requested Opioid Funds. The purpose of this MOU is to facilitate Opioid Funds to their intended recipients quickly and efficiently with minimal administrative procedure.
10. On an annual basis, as determined by the Abatement Council, each Regional Council's fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data, including administrative costs, from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan. The Regional Council shall subject itself to an accounting at the Abatement Council's discretion.
  - a. The Abatement Council shall review a Regional Council's expenditure data and certification to ensure compliance with the Regional Council's 2-year plan, the Approved Purposes, and the terms of this MOU and any Settlement.
  - b. The Abatement Council shall publish the Regional Council's expenditure data, including administrative costs, from the Regional Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require Regional Councils to provide additional outcome related data in

accordance with Section (C)(4)(c)(ii) and all Regional Councils shall comply with such requirements.

11. If any Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
12. If the Abatement Council has reason to believe a Region's expenditure of its allocation of the Regional Share did not comply with the Region's 2-year Plan, the Approved Purposes, the terms of this MOU or any Settlement, as described in this Section (F), or that the Region otherwise misused its allocation of the Regional Share, the Abatement Council may take remedial action against the alleged offending Region. Such remedial action is left to the discretion of the Abatement Council and may include but not be limited to, withholding future Opioids Funds owed to the offending Region or requiring the offending Region to reimburse improperly expended Opioid Funds to the Regional Share.
13. Within one hundred and twenty (120) days of the Abatement Council being formed, in accordance with Section (C)(2)(c) above, the Abatement Council shall develop and publish due process procedures for allowing a Region to challenge or dispute any remedial action taken by the Abatement Council, including timelines during which the Region may engage in such a challenge or dispute. Such due process procedures shall reflect, at a minimum, the following principles:
  - a. Upon learning of any conduct that may warrant remedial action against a Region, the Abatement Council shall first provide notice to the Region of the conduct at issue, provide the Region an opportunity to respond, and, if appropriate, cure the alleged offending conduct. If after providing the Region such notice and opportunities to respond and cure, the Abatement Council continues to believe remedial action is warranted, the Abatement Council may take such remedial action.
  - b. If the Abatement Council decides to take remedial action against an alleged offending Region, such action may only occur by a two-thirds supermajority vote of the Abatement Council. Thus, an Abatement Council made up of twelve (12) voting members requires a vote of eight (8) Members prior to taking remedial action against an alleged offending Region.
  - c. Prior to taking any remedial action against an alleged offending Region, the Abatement Council shall first provide notice to the alleged offending Region of the remedial action to be taken and the facts underlying such remedial action. The Abatement Council shall then provide the alleged

offending Region an opportunity to challenge or dispute the remedial action in accordance with, at a minimum, the principles below:

- i. The alleged offending Region may request revisions or modifications to the proposed remedial action;
  - ii. The alleged offending Region may submit a written response to and/or request a hearing before the Abatement Council, or a third-party hearing officer,<sup>3</sup> regarding the alleged offending conduct and proposed remedial action; and
  - iii. After such written responses are submitted and reviewed and/or a hearing is conducted, the alleged offending Region may submit an appeal to the Abatement Council of the decision to take remedial action.
- d. Remedial actions taken by the Abatement Council, in accordance with the due process principles detailed above, shall be considered final non-appealable orders and offending Regions may not seek judicial relief from remedial action taken by the Abatement Council, except as provided in Section (H), below.
- e. Subject to Section (H)(2), below, if any Party(ies) believes the Abatement Council violated the terms of this MOU, such Party(ies) may seek to enforce the terms of this MOU.

14. If the Abatement Council has reason to believe a Region's conduct, or the conduct of any Participating Local Government or individual in that Region, amounts to a violation of any criminal law, the Abatement Council shall refer such matters to the appropriate authorities and may consider such conduct in its determination of any remedial action to be taken.

15. If the Abatement Council has reason to believe that an individual involved in the receipt or administration of Opioid Funds from the Regional Share has violated any applicable ethics rules or codes, the Abatement Council shall not attempt to adjudicate such a violation. In such instances, the Abatement Council shall lodge a complaint with the appropriate forum for handling such ethical matters, such as a local home rule municipality's ethics board.

16. Costs associated with the Abatement Council's distribution and oversight of the Regional Share, as described above in this Section (F), including costs associated with any remedial action by the Abatement Council, shall be paid from the Statewide

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<sup>3</sup> Only an alleged offending Region may request the appointment of a third-party hearing officer to review any written responses and conduct any requested hearings. If an alleged offending Region makes such a request, the Abatement Council has sole discretion to appoint the third-party hearing officer and the alleged offending Region shall bear the cost of such review and/or hearing by the third-party hearing officer.

Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

**G. Statewide Infrastructure Share**

1. In accordance with Sections B(1) and (B)(2)(d), and the terms of any Settlement, the Statewide Infrastructure Share shall be paid to any Party or Regional Council in accordance with this Section (G).
2. The purpose of the Statewide Infrastructure Share is to promote capital improvements and provide operational assistance for developing or improving the infrastructure necessary to abate the opioid crisis anywhere within the State of Colorado. The Statewide Infrastructure Share is intended to supplement Opioid Funds received by any Party or Region.
3. Prior to distributing any Opioid Funds from the Statewide Infrastructure Share, the Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for Parties or Regions to apply for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council's policies and procedures shall, at a minimum, reflect the following principles:
  - a. Opioid Funds from the Statewide Infrastructure Share shall be used for Approved Purposes only;
  - b. Opioid Funds from the Statewide Infrastructure Share shall be paid directly to the appropriate state agencies (including but not limited to the Colorado Department of Law), Regional fiscal agents, or Participating Local Governments only;
  - c. Distribution and oversight of the Statewide Infrastructure Share shall comply with the terms of this MOU and any Settlement;
  - d. Appropriate processes for remedial action will be taken against Parties or Regions that misuse Opioid Funds from the Statewide Infrastructure Share. Such processes shall include procedures for alleged offending Parties or Regions to challenge or dispute such remedial action; and
  - e. Limitations on administrative costs to be expended by recipients for administering Opioid Funds received from the Statewide Infrastructure Fund, not to exceed actual costs expended by the recipient or 10% of the amount received, whichever is less.
4. The distribution and oversight policies and procedures developed by the Abatement Council, in accordance with Section (G)(3), shall be non-appealable orders and no Party or Region may seek judicial relief related to the distribution and oversight of the Statewide Infrastructure Share.



5. On an annual basis, as determined by the Abatement Council, any Party or Regional Council that receives funds from the Statewide Infrastructure Share shall provide all expenditure data, including administrative costs, related to any Opioid Funds it received from the Statewide Infrastructure Share and subject itself to an accounting as required by the Abatement Council. The Abatement Council shall publish all expenditure data from the Statewide Infrastructure Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require the Parties or Regional Councils that receive funds from the Statewide Infrastructure Share to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and the Parties or Regional Councils shall comply with such requirements.
6. Costs associated with the Abatement Council's distribution and oversight of the Statewide Infrastructure Share, as described in this Section (G), shall be paid for from the Statewide Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

## **H. General Terms**

1. All Parties and Regional Councils shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by the Abatement Council, any other Party or Regional Council, or the public. Records requested by the public shall be produced in accordance with Colorado's open records laws. Records requested by the Abatement Council or another Party or a Regional Council shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Party or Regional Council's obligations under Colorado's open records laws.
2. If any Party(ies) believes the Abatement Council has violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU, provided the alleging Party(ies) first provides notice to the Abatement Council of the alleged violation and a reasonable opportunity to cure the alleged violation. In such an enforcement action, the alleging Party(ies) may only seek to enforce the terms of the MOU against the State and the Participating Local Governments from which the Local Government Members of the Abatement Council were appointed and may only seek declaratory and/or injunctive relief. In defense of such an enforcement action, the State's Members of the Abatement Council shall be represented by the State and the Local Government Members shall be represented by the Participating Local Governments from which the Local Government Members were appointed. In the event of a conflict, the Abatement Council and its Members may seek outside representation to defend itself against such an enforcement action.
3. If any Party(ies) believes another Party(ies), not including the Abatement Council, violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Party(ies) first provide the alleged offending Party(ies)

notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Party or alleged offending Party(ies) may be represented by their respective public entity in accordance with Colorado law.

4. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Colorado law. In such an action, the alleged offending Party(ies), including the Abatement Council, may be represented by their respective public entities in accordance with Colorado law. In the event of a conflict, any Party, including the Abatement Council and its Members, may seek outside representation to defend itself against such an action.
5. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioids Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, such as a local home rule municipality's ethics board.
6. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioid Funds violated any Colorado criminal law, such conduct shall be reported to the appropriate criminal authorities.
7. Venue for any legal action related to this MOU shall be in a court of competent jurisdiction where any applicable Settlement(s) is entered.
8. Because recovery under the terms of different Settlement(s) may vary depending on the number of Parties required to effectuate a Settlement, the Parties may conditionally agree to sign on to the MOU through a letter of intent, resolution or similar written statement, declaration or pronouncement declaring their intent to sign on to the MOU if the threshold for Party participation in a specific Settlement is achieved.<sup>4</sup>
9. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this MOU. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or

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<sup>4</sup> For instance, the July 21, 2021 "Distributor Settlement Agreement" includes a "Subdivision Settlement Agreement Form" that, once filled out and executed, is meant to indicate that Local Government's (or Subdivision's) election to participate in that Distributor Settlement and also, to require that Local Government to take steps to formally release any claim it may have against the Settling Distributors. With regard to the Distributor Settlement Agreement or any other Settlements that include a form similar to the Subdivision Settlement Agreement Form, the Parties may still conditionally agree to sign on to the MOU if, for instance, the threshold for Party participation in a specific Settlement is achieved.

because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

10. Each party represents that all procedures necessary to authorize such Party's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

## **I. Payment of Counsel and Litigation Expenses Through a Back-Stop Fund**

1. Some Settlements, including the McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation ("Distributor") and Johnson & Johnson/Janssen ("J&J") settlements, may provide for the payment of all or a portion of the fees and litigation expenses owed by Participating Local Governments to counsel specifically retained to file suit in the opioid litigation. If any Settlement is insufficient to cover the fee obligations of the Participating Local Governments (as discussed and modified by Judge Polster's Order of August 6 regarding fees for the Distributor and J&J settlements), the deficiencies will be covered as set forth in further detail below.
2. The Parties also recognize that, as in the Distributor and J&J settlements, certain Opioid Settling Defendants may offer premiums benefiting the entire state of Colorado when Participating Local Governments agree to the Settlement(s), thereby settling their claims in their on-going lawsuits. For example, below is the chart illustrating how Incentive Payment B (a 25% premium to the entire state) works in the Distributor Settlement at Section IV.F.2.b (p. 20):

<b>Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population<sup>5</sup></b>	<b>Incentive Payment B Eligibility Percentage</b>
Up to 85%	0%
85%+	30%
86+	40%
91+	50%
95+	60%
99%+	95%
100%	100%

3. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the "Common Benefit Fund"),


and/or requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund (“Court-Ordered Common Benefit Fund Assessment”), then the Participating Local Governments shall be required to first seek to have their attorneys’ fees and expenses paid through the Common Benefit Fund.

4. For the Distributor and J&J settlements only, counsel for Participating Local Governments shall have their expenses otherwise recoverable from Colorado Participating Local Governments compensated only through the Common Benefit Fund(s) established in those settlement(s). For the avoidance of doubt, counsel for Participating Local Governments may recover their attorneys’ fees through the Distributor and J&J settlements and through the other applicable provisions of this Section (I).
5. In addition, as a means of covering any deficiencies in paying counsel for Participating Local Governments, a supplemental Colorado Attorney Fee Back-Stop Fund shall be established. The Colorado Attorney Fee Back-Stop Fund is to be used to compensate counsel for Participating Local Governments that filed an initial complaint in the opioid litigation by September 1, 2020 (“Litigating Participating Local Governments”).
6. Payments out of the Colorado Attorney Fee Back-Stop Fund shall be determined by a committee (the “Opioid Fee and Expense Committee”). The Opioid Fee and Expense Committee shall consist of the following five (5) members:
  - a. One (1) member appointed by CCI from a litigating county or from a litigating county and city municipal corporation;
  - b. One (1) member appointed by CML from a litigating city;
  - c. One (1) member appointed jointly by CCI and CML from a non-litigating county or city;
  - d. One (1) member appointed by the Attorney General’s Office; and
  - e. One (1) neutral member jointly appointed by all of the other members listed above.
7. The Colorado Attorney Fee Back-Stop Fund shall be funded as follows from any Settlement, excluding settlements involving McKinsey and payments resulting from the Purdue or Mallinckrodt bankruptcy. For purposes only of calculating the funding of the Colorado Attorney Fee Back-Stop Fund, the Parties deem 58% of the total LG Share and Regional Share to be attributable to the Litigating Local Governments. The Colorado Attorney Fee Back-Stop Fund shall be funded by 8.7% of the total LG Share and 4.35% of the total Regional Share at the time such funds are actually received. No funds deposited into the Colorado Attorney Fee Back-Stop Fund will be taken from the Statewide Infrastructure Share or State Share.

8. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund only after applying to the Common Benefit Fund.
9. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund for only a shortfall – that is, the difference between what their fee agreements would entitle them to (as limited by this Section (I)) minus what they have already collected from the Common Benefit Fund (including both the “common benefit” and “contingency fee” calculations, if any). If they receive fees/costs for common benefit work in the national fee fund, these fees/costs will be allocated proportionately across all their local government opioid clients based on the allocation model used in the Negotiation Class website to allocate the appropriate portion to Colorado clients.
10. Counsel for Litigating Participating Local Governments are limited to being paid, at most, and assuming adequate funds are available in any Common Benefit Fund and Colorado Attorney Fee Back-Stop Fund, fees in an amount equal to 15% of the LG Share and 7.5% of the Regional Share attributable to their Colorado clients.
11. Any funds remaining in the Colorado Attorney Fee Back-Stop Fund in excess of the amounts needed to cover the fees and litigation expenses owed by Litigating Participating Local Governments to their respective counsel shall revert to the Participating Local Governments according to the allocations described in Sections (E) and (F). Every two years, the Opioid Fee and Expense Committee shall assess the amount remaining in the Colorado Attorney Fee Back-Stop Fund to determine if it is overfunded.
12. Despite the fact that a litigating entity bonus benefits the entire state, no portion of the State Share shall be used to fund the Colorado Attorney Fee Back-Stop Fund or in any other way to fund any Participating Local Government’s attorneys’ fees and expenses. Because the state did not hire outside counsel, any funds for attorneys fees that the state receives from the J&J and Distributor settlement will be deposited into the State Share.
13. To participate in the Colorado Attorney Fee Back-Stop Fund, counsel must follow the requirements of C.R.S. § 13-17-304.

This **Colorado Opioids Settlement Memorandum of Understanding** is signed

this 26 day of August, 2021 by:

A handwritten signature in blue ink, appearing to read "Philip J. Weiser", is written over a horizontal line.

Colorado Attorney General Philip J. Weiser

This **Colorado Opioids Settlement Memorandum of Understanding** is signed

this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by:

\_\_\_\_\_

Name & Title\_\_\_\_\_

On behalf of \_\_\_\_\_

## **EXHIBIT K**

### **Settlement Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT K**

**Subdivision Settlement Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Colorado Subdivision Escrow Agreement

Governmental Entity:	State: CO
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”) hereby provides Colorado Counties, Inc. (for counties) or the Colorado Municipal League (for municipalities) (“*Escrow Agent*”) the enclosed copies of the Governmental Entity’s endorsed Subdivision Settlement Participation Forms and the Colorado Opioids Settlement Memorandum of Understanding (“Colorado MOU”), to be held in escrow. The Subdivision Settlement Participation Forms apply respectively to (1) the National Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, dated July 21, 2021 (“*Distributor Settlement*”); and (2) the National Settlement Agreement with Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson, dated July 21, 2021 (“*J&J Settlement*”). Pursuant to this Agreement, the Subdivision Settlement Participation Forms and the Colorado MOU will be released only if there is 95% participation by local governments in Colorado as further explained below.

### **Purpose of this Agreement**

By endorsing a Subdivision Settlement Participation Form in the Distributor Settlement and the J&J Settlement, a governmental entity agrees to participate in those settlements and release any legal claims it has or may have against those settling pharmaceutical companies. This Colorado Subdivision Escrow Agreement is meant to ensure that the legal claims of governmental entities in Colorado will be released only when 95% participation by certain governmental entities has been reached. That 95% participation threshold is important because it signals to the settling pharmaceutical companies that the settlement has wide acceptance which will then secure significant incentive payments under these settlement agreements.

### **Escrow**

The Escrow Agent shall promptly report the receipt of any Governmental Entity’s endorsed Subdivision Settlement Participation Forms and Colorado MOUs to the Colorado Attorney General’s Office and to the law firm of Keller Rohrback L.L.P. These documents shall be released by the Escrow Agent to the Colorado Attorney General’s Office if and when the Escrow Agent is notified by the Attorney General’s Office and Keller Rohrback that that the threshold 95% participation levels have been reached for both the Distributor Settlement and the J&J Settlement, as further described below. If by December 29, 2021, the Escrow Agent has not received notification that the threshold 95% levels have been reached for both the Distributor Settlement and the J&J Settlements, then the documents being escrowed shall be returned to the Governmental Entities and all copies shall be destroyed.

### **Distributor Settlement**

The Attorney General's Office and Keller Rohrback shall jointly submit a written notification to the Escrow Agent when it has been determined that the percentages of populations eligible for Incentives B and C, as described in Sections IV.F.2 and IV.F.3 of the Distributor Settlement, are each 95% or more. For purposes of this Escrow Agreement, the percentages of populations eligible for Incentives B and C under the Distributor Settlement will include governmental entities that sign a Subdivision Settlement Participation Form subject to an escrow agreement and governmental entities that sign a Subdivision Settlement Participation Form that is not subject to an escrow agreement.

### **J&J Settlement**

The Attorney General's Office and Keller Rohrback shall jointly submit a written notification to the Escrow Agent when it has been determined that the Participation or Case-Specific Resolution Levels for Incentives B and C, as described in Sections V.E.5 and V.E.6 of the J&J Settlement, are each 95% or more. For purposes of this Escrow Agreement, the percentages or populations eligible for Incentives B and C under the J&J Settlement will include governmental entities that sign a Subdivision Settlement Participation Form subject to an escrow agreement and governmental entities that sign a Subdivision Settlement Participation Form that is not subject to an escrow agreement.

Colorado Subdivision Name \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



## **STAFF SUMMARY**

### **Board of Trustees Meeting**

**October 27, 2021**

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**DATE:** October 20, 2021

**AGENDA ITEM NUMBERS:** 8-10

**TOPIC:** Consideration of Contracts to Sell and Lease a Portion of the Knievel Property

**STAFF MEMBER RESPONSIBLE:** Tom Acre, Town Manager

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#### **BACKGROUND:**

As has been communicated during previous meetings, the Town of Wiggins was recently approached by the landowner of property located immediately northeast of the Knievel Property who asked about purchasing a portion of the eastern edge of the property adjacent to the road separating the Knievel property from the landowner to east. The property owners, Mike and Carey Miller would like to have an access that is wider and under their control for access to his property as he is building a house and shop on the property.

He also expressed interest in leasing the pastureland north of the property being leased for dryland farming. He is agreeable to leasing the property under similar lease conditions as we leased it previously. He would also like to hunt on the property.

#### **SUMMARY:**

A draft contract has been prepared for your review regarding the sale of a portion of the Knievel property for the purpose of providing access to an adjoining property. A subdivision will need to be applied for and received from Morgan County. A draft lease has been drafted and is attached for your review as well.

The price for the sale of the property has previously been discussed with Board in executive session. The lease amount is being based on the amount received for previously leased properties and is being undertaken so the property can be put to use and maintained. The lessor is aware of the Town's future plans for a potential gun range on the Knievel property.

A closing on the property sale and execution of the final lease will be scheduled following the formal approval of the contract documents at a future meeting.



**FISCAL IMPACT:**

These actions will have a positive impact on the Town of Wiggins Water Fund. The proceeds of the sale and leasing of land will go toward reducing the principal of the loan used to purchase the Knievel property.

**APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:**

These actions support the Board of Trustees goal of being good stewards of Town resources.

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

The Board of Trustees may approve Resolutions and Ordinance, approve them with modifications, or not approve the Resolutions or Ordinance.

**MOTION FOR APPROVAL:**

I make the motion to adopt Resolution No. 35-2021 – A Resolution Approving a Purchase Contract to Buy and Sell Real Estate

I make the motion to adopt Ordinance No. 10-2021 – An Ordinance Authorizing the Sale and Conveyance of Approximately 13.36 Acres of Property Owned by the Town of Wiggins

I make the motion to adopt Resolution No. 36-2021 – A Resolution Approving a Dryland Farm Lease

**ACTION REQUESTED:**

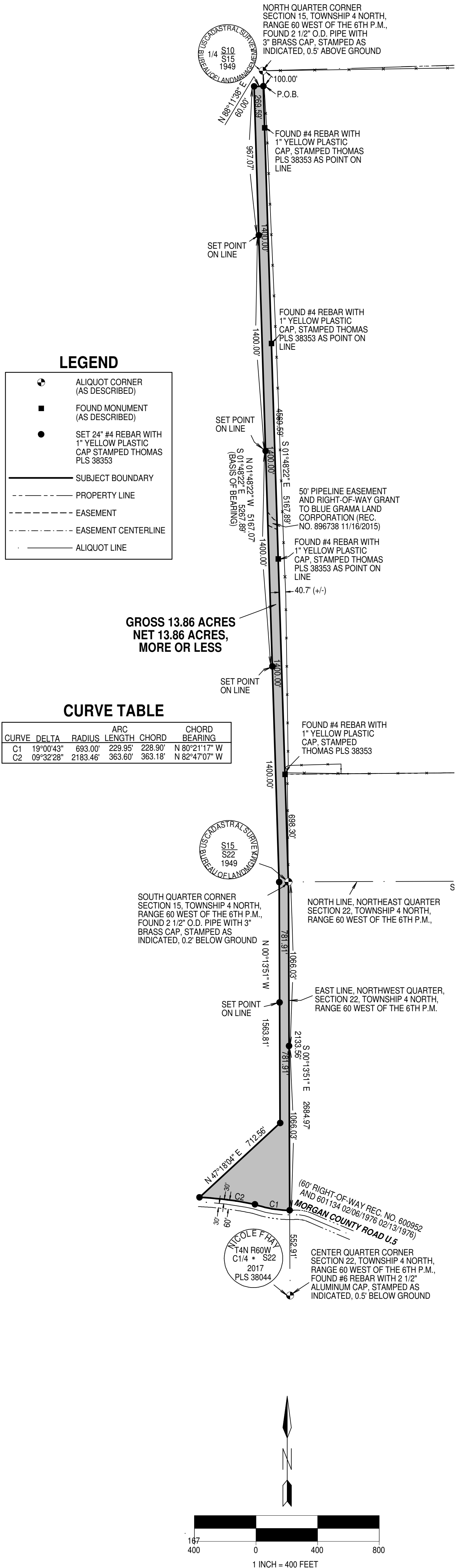
Motion, Second, Roll-Call Vote for each of the above.

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

# SUBDIVISION EXEMPTION PLAT

## EXEMPTION PLAT # EP2021-XXXX

### PART OF THE WEST HALF OF SECTION 15, AND PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 60 WEST OF THE 6TH P.M., COUNTY OF MORGAN, STATE OF COLORADO



#### FLOODPLAIN CERTIFICATE

IT IS HEREBY CERTIFIED THAT THE ABOVE DESCRIBED PROPERTY IS NOT LOCATED WITHIN THE ZONE A FLOOD HAZARD BOUNDARY ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCIES FLOOD INSURANCE RATE MAP (NATIONAL FLOOD INSURANCE PROGRAM) COMMUNITY PANEL NO. 08087C0400D EFFECTIVE DATE: APRIL 4, 2018.

#### SURVEYOR'S NOTES:

- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF EQUITY TITLE ASSOCIATES II, LLC COMMITMENT FILE NOS. 00056394 AND 0056395 DATED APRIL 26, 2021 AND APRIL 29, 2021, AND DOES NOT CONSTITUTE A TITLE SEARCH BY THOMAS LAND SURVEYING, LLC. TO DETERMINE EASEMENTS OR TITLE OF RECORD. THOMAS LAND SURVEYING, LLC RELIED ON SAID COMMITMENT, EXCLUSIVELY, FOR ALL EASEMENTS AND RIGHTS-OF-WAY. THIS SURVEY 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 SAID TITLE COMMITMENT MAY DISCLOSE.
- ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY 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.
- THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC. 18-4-508. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH. 18 U.S.C. 1858 (2009).
- THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.

#### RIGHT-OF-WAY AND EASEMENT NOTES:

(THOMAS LAND SURVEYING, LLC RELIED, EXCLUSIVELY, ON EQUITY NORTHERN TITLE ASSOCIATES II, LLC TITLE COMMITMENT NOS. 56394 AND 56395 DATED APRIL 26, 2021 AND APRIL 29, 2021, FOR ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.)

- AN OIL AND GAS LEASE WAS GRANTED TO MARTIN OIL SERVICE INC. AND WAS RECORDED JULY 15, 1988 AT RECEPTION NO. 709869. SAID LEASE GRANTS THE EXCLUSIVE RIGHT FOR THE PURPOSE OF DRILLING, MINING, EXPLORATION, DEVELOPMENT AND PRODUCTION OF OIL AND GAS, OR EITHER OF THEM, THEREON AND THEREFROM WITH THE RIGHT TO OWN ALL OIL AND GAS SO PRODUCED AND SAVED THEREFROM AND NOT RESERVED AS ROYALTY BY THE LESSOR UNDER THE TERMS OF THE LEASE. TOGETHER WITH RIGHTS OF WAY, EASEMENTS AND SERVITUDES FOR PIPE LINES, TELEPHONE AND TELEGRAPH LINES, TANKS AND FIXTURES FOR PRODUCING AND CARING FOR SUCH PRODUCTS, AND HOUSING AND BOARDING EMPLOYEES, AND ANY AND ALL RIGHTS AND PRIVILEGES NECESSARY FOR THE ECONOMICAL OPERATION OF SAID LAND FOR OIL AND GAS. (SAID LEASE ENCUMBERS ALL OF THE SUBJECT PARCEL WITHIN SECTION 15 AND IS BLANKET IN NATURE - NOT PLOTTED. UNDERGROUND FACILITIES MAY EXIST.)
- AND OIL AND GAS LEASE WAS GRANTED TO OVERTHRUST OIL ROYALTY CORP. AND WAS RECORDED MARCH 8, 1984 AND GRANTS THE RIGHT FOR THE PURPOSE OF MINING, EXPLORING BY GEOPHYSICAL AND OTHER METHODS, AND OPERATION FOR AND PRODUCING THEREFROM OIL AND ALL GAS OF WHATSOEVER NATURE OR KIND, WITH RIGHTS OF WAY AND EASEMENTS FOR LAYING PIPE LINES, AND ERECTION OF STRUCTURES THEREON TO PRODUCE, SAVE AND TAKE CARE OF SAID PRODUCTS. (SAID LEASE ENCUMBERS ALL OF THE SUBJECT PARCEL WITHIN THE NORTHWEST QUARTER OF SECTION 22 AND IS BLANKET IN NATURE - NOT PLOTTED. UNDERGROUND FACILITIES MAY EXIST.)

#### CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT THE TOWN OF WIGGINS, A COLORADO MUNICIPAL CORPORATION, BEING THE OWNERS OF CERTAIN LANDS IN MORGAN COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PART OF THE WEST HALF OF SECTION 15 AND THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 60 WEST OF THE 6TH P.M., COUNTY OF MORGAN, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF SAID SECTION 15, AND CONSIDERING THE EAST LINE OF THE WEST HALF OF SAID SECTION 15 TO BEAR SOUTH 01°48'22" EAST WITH ALL BEARINGS HEREIN REALTIVE THERETO:

THENCE SOUTH 01°48'22" EAST ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 15, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°48'22" EAST ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 15, A DISTANCE OF 5,167.89 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 15;

THENCE SOUTH 00°13'51" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 2,133.56 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MORGAN COUNTY U.S.

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID MORGAN COUNTY ROAD U.S. BEING ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 19°00'43", A RADIUS OF 693.00 FEET, AN ARC LENGTH OF 229.95 FEET, A CHORD OF 228.90 FEET BEARING NORTH 89°21'15" WEST;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID MORGAN COUNTY ROAD U.S. BEING ALONG A CURVE TO THE LEFT HAVING A DELTA OF 09°32'28", A RADIUS OF 2,183.46 FEET, AND ARC LENGTH OF 363.60 FEET, A CHORD OF 363.18 FEET BEARING NORTH 82°47'07" WEST;

THENCE NORTH 47°18'04" EAST A DISTANCE OF 712.56 FEET;

THENCE NORTH 00°13'51" WEST, AND BEING PARALLEL, AND 60.00 FEET OPPOSITE TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22;

THENCE NORTH 01°48'22" WEST, AND BEING PARALLEL, AND 60.00 FEET OPPOSITE TO THE EAST LINE OF THE WEST HALF OF SAID SECTION 15, A DISTANCE OF 5,167.07 FEET;

THENCE NORTH 88°11'38" EAST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 13.36 ACRES (13.86 ACRES NET), MORE OR LESS AND IS SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED AS SHOWN ON THIS PLAT.

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

OWNER:

THE TOWN OF WIGGINS,  
A COLORADO MUNICIPAL  
CORPORATION

STATE OF COLORADO }  
COUNTY OF MORGAN } SS.

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY

OF \_\_\_\_\_ 20\_\_, BY \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

#### CERTIFICATE OF APPROVAL BY THE PLANNING AND ZONING DEPARTMENT:

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BY THE PLANNING ADMINISTRATOR OF MORGAN COUNTY, COLORADO. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE, SOIL CONDITIONS, OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT, WELL PERMIT, OR SEWAGE DISPOSAL PERMIT WILL BE ISSUED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INVOLVING REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES, AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDERS AND NOT THE COUNTY.

SIGNATURE \_\_\_\_\_

ATTEST:

CLERK TO THE BOARD  
SEAL

#### CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO }  
COUNTY OF MORGAN } SS.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M., THIS \_\_\_\_ DAY OF \_\_\_\_\_

20\_\_, AND IS DULY RECORDED IN PLAT FILE \_\_\_\_\_, FEES \_\_\_\_\_ PAID

RECORDER \_\_\_\_\_

#### BASIS OF BEARING

THE EAST LINE OF THE WEST HALF OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 60 WEST OF THE 6TH P.M., COUNTY OF COLORADO, IS ASSUMED TO BEAR SOUTH 01°48'22" EAST AND IS MONUMENTED AS INDICATED.

#### SURVEYOR'S CERTIFICATE:

I, ROBERT D. THOMAS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SUBDIVISION EXEMPTION WAS PREPARED BY ME, OR UNDER MY PERSONAL SUPERVISION, AND THAT THIS PLAT 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 MORGAN COUNTY, AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED.

ROBERT D. THOMAS  
COLORADO PROFESSIONAL LAND SURVEYOR #38353

DATE \_\_\_\_\_

**TOWN OF WIGGINS, COLORADO  
RESOLUTION NO. 35-2021**

**A RESOLUTION APPROVING A PURCHASE CONTRACT TO BUY AND SELL REAL ESTATE**

**WHEREAS**, the Town of Wiggins desires to sell to Michael K. Miller and Carey R. Miller (the "Purchaser") approximately 13.36 acres of real property located in the West Half of Section 15 and part of the Northwest Quarter of Section 22, Township 4 North, Range 60 West of the 6<sup>th</sup> P.M., Morgan County, Colorado (the "Property"); and

**WHEREAS**, the Town desires to sell the Property to Purchaser upon the terms and conditions and contingencies set forth in a mutually-agreeable purchase contract, and a copy of such proposed contract (the "Sale Contract") is attached hereto; and

**WHEREAS**, the Board of Trustees by this Resolution desires to approve the Sale Contract and authorize its execution;

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

**Section 1.** The proposed Contract to Buy and Sell Real Estate between the Town of Wiggins and Michael K. Miller and Carey R. Miller, for the Town's sale of the above-described Property (the "Sale Contract") is hereby approved in essentially the same form as the copy of such Sale Contract accompanying this Resolution.

**Section 2.** The Mayor or Town Administrator, or either of them, is authorized to execute the Sale Contract in substantially the same form as the copy attached hereto; further, the Mayor and Town Administrator are hereby granted the authority to negotiate and approve such revisions to the Sale Contract as they determine are necessary or desirable for the protection of the Town, so long as the material terms and conditions of the Sale Contract are not altered.

**Section 3.** The Mayor, Town Administrator, Town Clerk and Town Staff are further authorized to do all things necessary on behalf of the Town to perform the obligations of the Town under the Sale Contract, and to execute and deliver any and all documents necessary to affect the purchase of the Property under the terms and conditions of the Sale Contract.

**Section 4.** Sale of the Property is subject to and conditioned upon satisfaction of all contingencies and conditions in the Sale Contract for the Property.

**INTRODUCED, ADOPTED AND RESOLVED THIS 27th DAY OF OCTOBER, 2021.**

TOWN OF WIGGINS, COLORADO

\_\_\_\_\_  
Jeffrey Palmer, Mayor

ATTEST:

\_\_\_\_\_  
Deborah Lee, Town Clerk

**TOWN OF WIGGINS, COLORADO**  
**ORDINANCE NO. 10-2021**

**AN ORDINANCE AUTHORIZING THE SALE AND CONVEYANCE OF APPROXIMATELY 13.36 ACRES OF PROPERTY OWNED BY THE TOWN OF WIGGINS**

**WHEREAS**, the Town of Wiggins is the sole owner of approximately 13.36 acres of real property located in the West Half of Section 15 and part of the Northwest Quarter of Section 22, Township 4 North, Range 60 West of the 6<sup>th</sup> P.M., Morgan County, Colorado, further described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

**WHEREAS**, the Board of Trustees desires to sell the Property, and pursuant to a resolution adopted by the Board of Trustees, has approved a Contract to Buy and Sell Real Estate (the "Sale Contract") for sale of the Property to Michael K. Miller and Carey R. Miller; and

**WHEREAS**, pursuant to C.R.S. 31-15-713, the Board of Trustees desires to authorize the sale and conveyance the Property upon the terms and conditions set forth herein and in the Sale Contract; and

**WHEREAS**, the Board of Trustees has determined that the Property is not and will not be needed for any public purposes, and is not and will not be used or held for park purposes or any other governmental purpose; and

**WHEREAS**, the Board of Trustees has determined it is in the best interest of the Town and its citizens to sell and convey the Property upon the terms and conditions set forth in the Sale Contract.

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

**Section 1.** The Board of Trustees hereby approves the sale and conveyance from the Town to Michael K. Miller and Carey R. Miller (the "Purchaser") of certain real property consisting of approximately 13.36 acres of real property located in the West Half of Section 15 and part of the Northwest Quarter of Section 22, Township 4 North, Range 60 West of the 6<sup>th</sup> P.M., Morgan County, Colorado, which property is legally described on Exhibit A, attached hereto and incorporated herein by reference (the "Property").

**Section 2.** The sale and conveyance of Property shall be upon the terms and conditions set forth in that certain Contract to Buy and Sell Real Estate ("Sale Contract") between the Town and the Purchaser, which Sale Contract was approved by resolution of the Board of Trustees, and which terms and conditions are incorporated herein by reference as though set forth in full. The sale of the Property is subject to the provisions and contingencies set forth in the Sale Contract.



**Section 3.** The Mayor, Town Administrator or either of them, as well as the Town Clerk and Town Staff are further authorized to execute and deliver all documents necessary in connection with the sale of the Property and to do all things necessary on behalf of the Town to perform the obligations of the Town under such Sale Contract, including without limitation the execution and delivery of the deed and all other documents necessary or required by the title company in connection with the sale of the Property.

**Section 4.** If any portion of this ordinance is held to be invalid for any reason, such decisions shall not affect the validity of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

**INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED, BY TITLE ONLY,  
BY THE BOARD OF TRUSTEES OF THE TOWN OF WIGGINS, COLORADO THIS 27<sup>TH</sup> DAY OF  
OCTOBER, 2021.**

TOWN OF WIGGINS, COLORADO

\_\_\_\_\_  
Jeffrey Palmer, Mayor

ATTEST:

\_\_\_\_\_  
Deborah Lee, Town Clerk

I, Deborah Lee, Town Clerk of the Town of Wiggins, Colorado, hereby certify and attest that the foregoing Ordinance No. \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 2021. This Ordinance was published in The Fort Morgan Times on \_\_\_\_\_, 2021.

Dated \_\_\_\_\_.

**Exhibit A**  
**Legal Description**

A PARCEL OF LAND BEING A PART OF THE WEST HALF OF SECTION 15 AND THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 60 WEST OF THE 6TH P.M., COUNTY OF MORGAN, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF SAID SECTION 15, AND CONSIDERING THE EAST LINE OF THE WEST HALF OF SAID SECTION 15 TO BEAR SOUTH 01°48'22" EAST WITH ALL BEARINGS HEREIN RELATIVE THERETO:

THENCE SOUTH 01°48'22" EAST ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 15, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°48'22" EAST ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 15, A DISTANCE OF 5,167.89 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 15;

THENCE SOUTH 00°13'51" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 2,133.56 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MORGAN COUNTY U.5:

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID MORGAN COUNTY ROAD U.5 BEING ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 19°00'43", A RADIUS OF 693.00 FEET, AN ARC LENGTH OF 229.95 FEET, A CHORD OF 228.90 FEET BEARING NORTH 80°21'15" WEST;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID MORGAN COUNTY ROAD U.5 BEING ALONG A CURVE TO THE LEFT HAVING A DELTA OF 09°32'28", A RADIUS OF 2,183.46 FEET, AND ARC LENGTH OF 363.60 FEET, A CHORD OF 363.18 FEET BEARING NORTH 82°47'07" WEST;

THENCE NORTH 47°18'04" EAST A DISTANCE OF 712.56 FEET;

THENCE NORTH 00°13'51" WEST, AND BEING PARALLEL, AND 60.00 FEET OPPOSITE TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22;

THENCE NORTH 01°48'22" WEST, AND BEING PARALLEL, AND 60.00 FEET OPPOSITE TO THE EAST LINE OF THE WEST HALF OF SAID SECTION 15, A DISTANCE OF 5,167.07 FEET;

THENCE NORTH 88°11'38" EAST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 13.36 ACRES (13.86 ACRES NET), MORE OR LESS AND IS SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.



## PURCHASE CONTRACT TO BUY AND SELL REAL ESTATE

**THIS CONTRACT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between the **Town of Wiggins**, a Colorado municipal corporation, hereinafter referred to as "Town" or "Seller," and **Michael K. Miller and Carey R. Miller**, hereinafter referred to as "Purchaser".

**NOW, THEREFORE**, for and in consideration of the promises, payment, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, the Purchaser and Seller agree as follows:

**1. Sale of Property.** Purchaser hereby agrees to purchase, and Seller agrees to sell, on the terms and conditions set forth in this Contract, the following described real property and interests in real estate, hereinafter collectively referred to as the "Property," located in the County of Morgan, Colorado:

See **EXHIBIT A**, attached hereto and incorporated herein by reference.

**2. Purchase Price.** The total purchase price of the Property shall be THIRTY THOUSAND ONE HUNDRED FORTY-FIVE DOLLARS AND FIFTY CENTS (\$30,145.50), which shall be payable by Purchaser in cash, certified funds or wire transfer at Closing (defined below).

**3. Documents to be Obtained by or Delivered to Purchaser.** Within thirty (30) days of Seller's execution of this Contract:

a. Seller shall furnish to Purchaser, at Purchaser's expense, a current ALTA form title insurance commitment insuring the Purchaser's ownership of a fee simple interest in the Property. The commitment shall be issued by a title insurance company which is authorized to do business in the State of Colorado, to insure the Purchaser's ownership of the Property in an amount of \$31,145.50 (or such lesser amount as the Purchaser may require). The title insurance commitment shall be on a form acceptable to Purchaser and shall include copies of all documents identified in the schedule of exceptions. Seller shall cause a title insurance policy to be delivered to Purchaser as soon as practicable after Closing. At Closing, the cost of the premium for the title insurance policy and the costs of any tax certificates and desired endorsements shall be paid by Purchaser.

b. Purchaser understands and agrees that a subdivision exemption plat for the Property must be filed with and approved by Morgan County prior to the sale. Purchaser shall at its sole expense prepare and file with the County all surveys, plats, and other documents necessary for the subdivision exemption on behalf of Seller. Seller will cooperate with Purchaser in the subdivision exemption process.

c. Seller shall furnish to Purchaser, at Seller's expense, true copies of all leases, surveys, inspection results or other reports in Seller's possession pertaining to the Property, and shall



disclose in writing to Purchaser all easements, liens, licenses, or other matters not shown by the public records pertaining to the Property.

d. The survey, title documents and any other document, report or information relative to the Property that is delivered to or obtained by Purchaser are sometimes collectively referred to herein as "Property Information."

**4. Title.** Title to the Property shall be merchantable in the Seller, and the title commitment and title policy shall contain no exceptions other than:

a. Taxes and assessment for the year of closing, which shall be adjusted and prorated to the date of delivery of the deed, based on the most recent levy and assessment; and

b. Rights-of-way, easements, restrictions, and mineral reservations of record, acceptable to Purchaser.

Seller shall take all other steps necessary to attempt to obtain the deletion of the standard pre-printed exceptions found in the title commitment.

**5. Title Inspection.** Purchaser shall have the right to inspect the Property Information, and to conduct such other reviews as it deems necessary to determine the state of title to the Property. Should title not be merchantable as aforesaid, or should the title commitment include additional exceptions which are not acceptable to Purchaser (even though such additional exceptions would not make the title unmerchantable), a written notice of the defects shall be given to the Seller by the Purchaser at least two (2) days prior to Closing, and Seller shall use reasonable efforts to correct said defects prior to the date of Closing. If Seller fails to correct any or all such defects prior to closing, the Purchaser, at its option, may complete the transaction notwithstanding the uncorrected defects or may, upon written notice to Seller, declare this Contract terminated, whereupon all things of value received hereunder shall be immediately returned to Purchaser, and both parties shall be released herefrom.

**6. Other Inspections.** Purchaser, at all times during the term of this Contract, shall have access to the Property for the purpose of conducting tests, studies, and surveys thereon, including without limitation, soil and subsoil tests. Purchaser may have performed at its option and/or expense the following inspections:

a. Soil and percolation tests;

b. Inspections for asbestos, PCB's, underground tanks, or other hazardous substances; and

c. Any other tests and/or studies deemed necessary by Purchaser which do not materially damage the Property, including but not limited to an environmental assessment.

d. Purchaser shall be responsible for all claims and liability for damages, loss or expenses caused by, or any injury or death to any person or damage to property which is connected with or results from the entry upon the Property by Purchaser for the inspections permitted herein, unless caused by the sole negligence or willful and wanton act of Seller.

7. **Closing.** The closing for the Property shall be held within ninety (90) days following Seller's execution of the Contract. The specific date and time of the Closing shall be set by mutual written agreement of the parties. The place of Closing shall be the offices of the title company issuing the title commitment or such other place as may be designated by mutual written agreement of the parties.

8. **Closing Costs.** Purchaser and Seller shall sign and complete all customary or required documents at or before Closing. Settlement sheets for the Closing shall be furnished by Seller to the Purchaser at least three working days before the date set for closing. Costs and fees for real estate closing and settlement services shall be paid at Closing fifty percent by Seller and fifty percent by Purchaser.

9. **Encumbrances.** Any encumbrance required to be paid by Seller shall be paid at or before the time of Closing from the proceeds of this transaction or from any other source.

10. **Seller's Obligations at Closing.** At the time of Closing and upon Purchaser's compliance with the terms and provisions of this Contract, Seller shall deliver:

a. A good and sufficient special warranty deed in a form acceptable to Purchaser, properly executed and acknowledged, conveying the Property and clear of all liens, tenancies and encumbrances except those set forth in Paragraphs 4-5, above;

b. All instruments, certificates, affidavits, and other documents necessary to satisfy the requirements listed on Schedule B-1 of the title commitment;

c. An update of the title commitment, at Seller's expense, showing title to the Property to be subject only to the permitted exceptions determined by Paragraphs 4-5, above;

d. An affidavit setting forth Seller's federal tax identification number and certification that it is not a "foreign person" within the meaning of the Internal Revenue Code.

e. Seller's closing costs and any other documents required by this Contract to be delivered by Seller to the title company or reasonably required by Purchaser or the title company in connection herewith.

11. **Purchaser's Obligations at Closing.** At the time of Closing and, upon Seller's compliance with the terms and provisions of this Contract, Purchaser shall deliver:

- a. The purchase price; and
- b. Purchaser's closing costs and any other documents required by this Contract to be delivered by Purchaser to the title company or reasonably required by Seller or the title company in connection herewith.

**12. Delivery of Property.** Possession of the Property shall be delivered to Purchaser on or before the date and time of Closing.

**13. No Assignment.** Seller shall not assign Seller's rights and obligations hereunder without Purchaser's prior written consent. Purchaser shall not assign its rights and obligations hereunder without Seller's prior written consent.

**14. Seller's Representations.** Seller hereby represents and warrants to Purchaser that as of the date of the signing of this Contract:

- a. Seller is a municipal corporation duly organized and legally existing under the laws of the State of Colorado. The person executing this Contract on behalf of Seller has the authority so to act.

- b. Subject to the conditions herein, this Contract constitutes the legal, valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms.

- c. To Seller's actual, present knowledge, the performance by Seller under this Contract is consistent with and not in violation of, and will not create any default under, any contract, agreement or other instrument to which Seller is a party, any judicial order or judgment of any nature by which Seller or the Property are bound.

- d. To Seller's actual, present knowledge, Seller has received no written notice alleging any violation of Environmental Laws (defined below) with respect to the Property.

- e. To Seller's actual, present knowledge, there is no litigation pending or, to Seller's actual, present knowledge, threatened, which would affect the Property or Seller's ownership thereof.

- f. Seller is not a "foreign person" within the meaning of Sections 1445(f)(3) and 7701(a)(30) of the Internal Revenue Code and Seller will furnish to Purchaser at Closing an affidavit confirming the same.

- g. The Property will be conveyed by Seller to Purchaser free and clear of all leases, tenancies and rights of possession by other parties claiming through the Purchaser.

- h. Seller shall notify Purchaser in writing if, at any time prior to Closing, there are any material changes to the foregoing representations and warranties adverse to Purchaser and

in such event Purchaser has the right, but not the obligation to terminate this Contract within three (3) business days after said notice is delivered by Seller.

**15. Disclaimer of Certain Representations and Warranties.**

a. Purchaser acknowledges that Seller is affording Purchaser the opportunity for full and complete investigations, examinations and inspections of the Property. Except as specifically set forth herein, Purchaser acknowledges and agrees that Seller has not made any independent investigation or verification of, nor has any knowledge of, the accuracy or completeness of any of the Property Information, and the Property Information is being furnished to Purchaser at its request and for the convenience of Purchaser. Purchaser is relying solely on its own investigations of the Property and is not relying in any way on Property Information furnished by Seller. Seller expressly disclaims any representations or warranties with respect to the accuracy or completeness of the Property Information and any duty of disclosure provided in this Agreement, and Purchaser releases Seller and Seller's officers, employees, agents and representatives, from any and all liability with respect to the Property Information and the Property, except for the warranty of title set forth in the special warranty deed delivered at Closing.

b. Purchaser acknowledges that it is purchasing the Property based solely on its inspection and investigation of the Property and that Purchaser will be accepting the Property "AS IS" and "WITH ALL FAULTS" based upon the condition of the Property as of the date of the Closing. Without limiting the foregoing, Purchaser acknowledges that, except as expressly set forth in this Contract, Seller, its officers, employees, agents and representatives have not made, do not make and specifically negate and disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, with respect to the Property, including, without limitation, the condition of the Property, the existence or nonexistence of Hazardous Materials (defined below), water or water rights, development rights, taxes, bonds, covenants, conditions and restrictions, topography, drainage, soil, subsoil, utilities, zoning, or other rules and regulations affecting the Property. SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY. As used herein, the term "Hazardous Materials" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including, but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; the Resource Conservation and Recovery Act, 42 U.S.C. § 9601 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinance adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to

environmental matters (collectively the “Environmental Laws”); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law now or hereafter in effect, including but not limited to petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos.

c. Purchaser’s failure to elect to terminate the Contract pursuant to Paragraph 17 shall be deemed an acknowledgment by Purchaser that Purchaser has inspected the Property, is thoroughly acquainted with and accepts its condition, and has reviewed, to the extent necessary, in its discretion, all the Property Information and Seller shall not be liable or bound in any manner by any oral or written information pertaining to the Property furnished by Seller, Seller’s officers, employees, agents or representatives.

d. Upon Closing, Purchaser shall assume the risk that adverse physical, environmental, governmental compliance, geotechnical and other conditions from whatever source may have been revealed by Purchaser’s investigations, and Purchaser, upon Closing, shall be deemed to have waived, relinquished and released Seller, and Seller’s officers, employees, agents and representatives, from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses of any kind or character, know or unknown, which Purchaser might have asserted or alleged against Seller or Seller’s officers, employees, agents and representatives at any time by reason of or arising out of any latent or patent physical conditions, violations of applicable laws (including without limitation any Environmental Laws) and any and all other acts, omissions, events, circumstances or matters regarding the condition of the Property.

**16. Remedies for Default.** Time is of the essence of the obligations of the parties. As such:

a. If Purchaser should fail to perform according to the terms and conditions of this Contract, Seller may in writing declare this Contract terminated and retain all things of value held by Seller hereunder as liquidated damages. It is agreed that such things of value are liquidated damages and are Seller’s sole and only remedy for Purchaser’s failure to perform the obligations of this Contract.

b. If Seller is in default, Purchaser may elect to treat this Contract as terminated, in which case all things of value received hereunder shall be immediately returned to Purchaser, or Purchaser may elect to treat this Contract as being in full force and effect and Purchaser shall have the right to an action for specific performance but not damages. Anything to the contrary notwithstanding, in the event of any litigation or arbitration arising out of this Contract, the court may award to the prevailing party all reasonable costs and expenses, including reasonable attorneys’ fees.

**17. Termination of Contract.** In addition to all other rights and remedies of the Purchaser and the Seller as set forth and provided for in this Contract, the Seller agrees that the Purchaser shall have the right to terminate this Contract and to make the same of no further force and effect:

a. If the representations and warranties of the Seller as set forth and provided for in Paragraph 14 above are not true and correct as of the Closing date; or

b. If Purchaser determines, in its sole discretion, that the cost to manage, treat, abate, or remove any Hazardous Materials found on the Property is uneconomical as a result of any conditions disclosed by tests conducted hereunder; or

c. If any part of the Property is condemned, or if proceedings for such condemnation are commenced or notice of condemnation is received by Seller from a condemning authority prior to the date of closing on the Property; or

d. If Purchaser determines in its sole discretion, and based on any inspections conducted pursuant to this Contract, that there exists a unsatisfactory physical condition of the Property; or

e. In the event any action whatsoever is commenced to defeat or enjoin the Purchaser's performance under this Contract.

If Purchaser elects to terminate the Contract pursuant to this paragraph, Purchaser shall provide written notice to Seller declaring this Contract terminated, and both parties shall be released herefrom.

**18. Real Estate Commission.** Neither party has engaged the services of any real estate agent or broker, and no commission is owed by either party in this transaction. Purchaser is advised to seek legal and tax counsel representation for Purchaser's own account, and Purchaser shall be solely responsible for any commission or fees owed to any agent, broker or counsel retained by Purchaser.

**19. Property to Remain Unencumbered.** Seller agrees that Seller will not, so long as this Contract is in effect, encumber or burden the Property.

**20. Development.** Seller agrees that during the term of this Contract and through the date of delivery of possession of the Property to Purchaser, Seller shall not develop the Property in any manner, including without limitation, constructing any improvements or erecting any structures on the Property, leasing mineral rights for the Property, or disturbing the surface of the Property.

**21. Agreement to Survive Closing.** The parties hereto agree that, except for such of the terms, conditions, covenants, and agreements hereof which are, by their very nature fully and completely performed upon the Closing of the purchase-sale transactions herein provided for, all of the terms, conditions, representations, warranties, covenants, and agreements herein set forth and contained, shall survive the Closing of any purchase-sale transaction herein provided for and shall continue after said Closing to be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

22. **Notice.** Whenever notice is required to be given hereunder, it shall be in writing and delivered to the party entitled thereto or mailed to the party entitled thereto, by registered or certified mail, return receipt requested. If delivered, said notice shall be effective and complete upon delivery. If mailed, said notice shall be effective and complete upon mailing. Until changed by notice in writing, notice shall be given as follows:

To the Purchaser:	Town of Wiggins Attn: Town Manager 304 Central Avenue Wiggins, CO 80654
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To the Seller:	Michael K. Miller 3497 CR L Wiggins, CO 80654
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23. **Entire Agreement.** This Contract, and Exhibit A to this Contract, constitute the entire understanding between the Seller and the Purchaser with respect to the subject matter, may be amended only in writing by all parties, and are binding upon the agents, personal representatives, heirs, lessees, assigns, and all other successors in interest to the parties.

24. **Severability.** If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable.

25. **Execution.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

26. **Choice of Law.** The validity and effect of this Contract shall be determined in accordance with the laws of the State of Colorado. In the event of any action concerning this Contract, the parties agree that venue shall be in the Morgan County District Court.

27. **Signatory Authority.** The undersigned signatories represent and warrant that they have been duly authorized to execute this Agreement on behalf of Seller and have full power and authority to bind Seller to the provisions hereof.

28. **Closing Contingency.** Purchaser acknowledges that Seller's obligation to convey the Property to Purchaser is expressly contingent upon adoption by the Town and final effectiveness of an ordinance authorizing the conveyance of the Property as required by State statute. In addition to all other rights and remedies of Purchaser and Seller hereunder, either party shall have the right to terminate this Contract and make the same of no further force and effect in the event such ordinance is not finally effective as of the Closing date or in the event any action whatsoever is commenced to defeat or enjoin the Seller's performance under this Contract; provided, however, that Seller shall also have the right, but not the obligation, to extend the Closing for a period of up to sixty (60) calendar days to attempt satisfy the foregoing contingency to the satisfaction of Purchaser.

**IN WITNESS WHEREOF**, Seller and Purchaser have executed this Contract on the dates stated in their respective acknowledgements intending that this Contract be effective as of the day and year first above set forth.

**SELLER:**

TOWN OF WIGGINS, a Colorado municipal corporation

\_\_\_\_\_  
Jeffrey Palmer, Mayor

**ATTEST:**

\_\_\_\_\_  
Deborah Lee, Town Clerk

Date: \_\_\_\_\_



**PURCHASER:**

\_\_\_\_\_  
Michael K. Miller

Date: \_\_\_\_\_

\_\_\_\_\_  
Carey R. Miller

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF COLORADO                    )  
  )ss  
COUNTY OF \_\_\_\_\_                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by Michael K. Miller and Carey R. Miller.

Witness my hand and official seal.

My commission expires on: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**Legal Description**

A PARCEL OF LAND BEING A PART OF THE WEST HALF OF SECTION 15 AND THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 60 WEST OF THE 6TH P.M., COUNTY OF MORGAN, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF SAID SECTION 15, AND CONSIDERING THE EAST LINE OF THE WEST HALF OF SAID SECTION 15 TO BEAR SOUTH 01°48'22" EAST WITH ALL BEARINGS HEREIN RELATIVE THERETO:

THENCE SOUTH 01°48'22" EAST ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 15, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°48'22" EAST ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 15, A DISTANCE OF 5,167.89 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 15;

THENCE SOUTH 00°13'51" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 2,133.56 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MORGAN COUNTY U.5:

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID MORGAN COUNTY ROAD U.5 BEING ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 19°00'43", A RADIUS OF 693.00 FEET, AN ARC LENGTH OF 229.95 FEET, A CHORD OF 228.90 FEET BEARING NORTH 80°21'15" WEST;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID MORGAN COUNTY ROAD U.5 BEING ALONG A CURVE TO THE LEFT HAVING A DELTA OF 09°32'28", A RADIUS OF 2,183.46 FEET, AND ARC LENGTH OF 363.60 FEET, A CHORD OF 363.18 FEET BEARING NORTH 82°47'07" WEST;

THENCE NORTH 47°18'04" EAST A DISTANCE OF 712.56 FEET;

THENCE NORTH 00°13'51" WEST, AND BEING PARALLEL, AND 60.00 FEET OPPOSITE TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22;

THENCE NORTH 01°48'22" WEST, AND BEING PARALLEL, AND 60.00 FEET OPPOSITE TO THE EAST LINE OF THE WEST HALF OF SAID SECTION 15, A DISTANCE OF 5,167.07 FEET;

THENCE NORTH 88°11'38" EAST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 13.36 ACRES (13.86 ACRES NET), MORE OR LESS AND IS SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

**TOWN OF WIGGINS, COLORADO  
RESOLUTION NO. 36-2021**

**A RESOLUTION APPROVING A DRYLAND FARM LEASE**

**WHEREAS**, a Dryland Farm Lease Agreement has been proposed between the Town and Mike Miller; and

**WHEREAS**, the Town is authorized to enter into such a lease pursuant to state law, including C.R.S. § 31-15-713.

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

**Section 1.** The Dryland Farm Lease Agreement between the Town of Wiggins and Mike Miller (the "Agreement") is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

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

**INTRODUCED, ADOPTED AND RESOLVED THIS 27th DAY OF OCTOBER, 2021.**

TOWN OF WIGGINS, COLORADO

\_\_\_\_\_  
Jeffrey Palmer, Mayor

ATTEST:

\_\_\_\_\_  
Deborah Lee, Town Clerk

## DRYLAND FARM LEASE AGREEMENT

**THIS DRYLAND FARM LEASE AGREEMENT** ("Lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between TOWN OF WIGGINS, COLORADO, a Colorado municipal corporation ("Landlord"), and MICHAEL K. MILLER AND CAREY R. MILLER, hereinafter referred to as ("Tenant").

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. Leased Property. Landlord hereby leases to Tenant the following real property, as legally described on Exhibit A attached hereto, (hereinafter the "Leased Property") located on the W 1/2, Section 22, Township 4N, Range 60W of the 6<sup>th</sup> Principal Meridian. Property is approximately 295 acres as depicted in Exhibit B.

2. Term; Rent. The term of this Lease shall commence on the date first written above and ending on \_\_\_\_\_, 2022, unless sooner terminated by the mutual written consent of the Landlord and Tenant or as provided in as provided in this Lease. As consideration for this Lease, Lessee shall pay Lessor rent in the amount of \$ \$2950.00, payable in a lump sum at the same time this Lease is executed. Rent shall be payable to the Town of Wiggins.

3. Condition of Leased Property; Risk of Loss. Prior to signing this Lease, Tenant has inspected the Leased Property and leases it in an "as is" condition. No additional representation, statement or warranty, express or implied, has been made by or on behalf of the Landlord as to the condition of the Leased Property. In no event shall the Landlord be liable for any defect in the Leased Property or for any limitation on its use for farmland. Tenant assumes the risk of loss or damage to any crops or Tenant property, whether from windstorm, fire, earthquake, snow, flood, water run-off, soil conditions, or any other causes whatsoever. Tenant expressly recognizes that Landlord and other entities intend to store, recharge and use water adjacent to the Leased Property and hereby agrees it will not hold the Town or such other entities liable for any damages caused to the Tenant's crops or other property by the storage, recharge and use of water adjacent to the Leased Property, including, but not limited to, any damage caused by a rise in the water table, flooding, or other damages or inconveniences which are a reasonably foreseeable consequence of Landlord's and the other entities' intended uses of the property adjacent to the Leased Property.

4. Permitted and Required Uses. Tenant may occupy and use the Leased Property for the following uses and practices:

- a. Agricultural uses, including the open growing of crops and keeping of livestock, the types of which shall be approved by the Landlord in advance, but which approval by Landlord shall not be unreasonably withheld, delayed or conditioned, and at levels consistent with applicable zoning ordinances and regulations for the Leased Property, and with any soil and conservation plans applicable to the Leased Property. **This Lease is a dry land lease. Tenant shall not be entitled to use any water on the Leased Property for irrigation during the term of the Lease.**
- b. Use of agrichemicals, including but not limited to, fertilizers and biocides, but only in those amounts and with that frequency of application necessary to accomplish Tenant's permitted agricultural uses.
- c. Control by legally authorized techniques of predatory animals and problem species which have caused or are likely to cause damage to crops or other property of Tenant.

- . Tenant shall be permitted, in Tenant's reasonable discretion to harvest the crops on the Leased Property and to use the buildings, corrals, storage bins and units, and business equipment necessary to complete the harvest and sale of the crops that are on the Leased Property as of the date of this Lease and that may be grown any time after the date of this Lease.
- a. There shall be no principal use of the Leased Property other than for the agricultural uses described herein.

5. Limitation on Hunting Privileges: Lessee and his guests shall have and possess valid Colorado hunting licenses that cover the species the Lessee intends to hunt on the Lease Property.

Lessee and his guests shall comply with all Colorado, federal and local hunting laws and regulations. Should Lessee or any guest violate applicable laws and regulations, Lessor may immediately terminate this Lease.

While on the Leased Property, Lessee and his guests shall: (1) maintain safe gun handling practices; (2) never shoot in the direction of any people, buildings or livestock; (3) leave all gates as Lessee finds them; (4) use proper care in crossing fences; (5) operate vehicles only on established roadways or lanes; (6) not use alcohol or unlawful drugs; and (7) build no fires.

Lessee agrees that the Leased Property shall be kept free of litter at all times and that litter or trash will be removed by Lessee.

Lessee may allow guests to use the Leased Property when accompanied by Lessee, but Lessee is prohibited from charging a fee or requiring remuneration in exchange for granting permission to anyone to hunt on the Licensed Premises. Further, no commercial hunting, fishing or guide activities may occur on the property by the Lessee or his guests.

Lessee recognizes the inherent dangers associated with hunting, both natural and human- created. Lessee recognizes that accidents involving firearms, ammunition, falling trees, hidden ground openings, poisonous plants and animals and various other dangers may forcibly occur on the Leased Property. Lessee acknowledges his recognition of these dangers and the possible existence of dangerous physical conditions upon the premises such as, but not limited to, those described on the enclosed map. With the aforementioned recognitions in mind, Lessee agrees to indemnify and hold harmless Lessor, its officials, officers, employees and agents from all claims, suits, losses, personal injuries, deaths, property liability and all other liability resulting directly or indirectly from or on account of hunting activities engaged in by Lessee or Lessee's guests on the Leased Property, said obligation to indemnify extending to the reimbursement of Lessor for all expenses and suits including but not limited to, judgments, attorney fees and court costs

6. Maintenance. Landlord shall have no obligation to repair, replace, improve or maintain any portion of the Leased Property. Tenant shall at all times during the term of this Lease and at Tenant's sole expense maintain the Leased Property in a reasonably good and safe condition. Tenant shall use reasonable care to prevent waste, damage or injury to the Leased Property, and shall conduct agricultural operations in

accordance with prevailing standards of husbandry. Tenant, and Tenant's agents and employees, may not cut or damage trees, roads, water facilities, ponds or dwellings, fences, buildings or other property on the Leased Property without the prior written consent of Landlord, which consent shall not be unreasonably conditioned, delayed or withheld by Landlord. Tenant, and Tenant's agents and employees, agree to repair any material damage Tenant, or Tenant's agents and employees, may cause on the Leased Property and to return the Leased Property to Landlord in the condition a reasonable person would expect the Leased Property to be in after the completion by Tenant, and Tenant's agents and employees, of the Permitted and Required Uses in Section 4 of this Lease excepting ordinary wear and tear and damage by acts of God. Tenant, and Tenant's agents and employees, shall comply with all applicable ordinances, resolutions, rules and regulations in its use and occupancy of the Leased Property. If Tenant fails to comply with its obligations under this Section, Landlord may at its option terminate this Lease as provided herein or take such measures as it determines necessary to bring the Leased Property into compliance with the terms of this Lease, and the cost of such measures shall be paid by Tenant. Upon termination of this Lease, Tenant shall return the Leased Property to Landlord in the condition a reasonable person would expect the Leased Property to be in after the completion by Tenant, and Tenant's agents and employees, of the Permitted and Required Uses in Section 4 of this Lease excepting ordinary wear and tear and damage by acts of God.

7. Utilities, Supplies & Equipment. During the term of the Lease, Tenant shall be solely responsible for payment of all utility services for the Leased Property (if any). Tenant shall promptly pay all utility charges as they become due. Tenant shall be solely responsible for the costs of all labor, machinery, fertilizer, chemicals, seed and other items needed for farming, and shall promptly pay for all labor and materials furnished at the instance of Tenant.

8. Alterations and Improvements. Tenant shall not place, build, expand, alter or add to any structures or other improvements on the Leased Property without the Landlord's prior written consent, which consent may not be unreasonably conditioned, delayed or withheld by Landlord.

9. Non-liability of Landlord. Landlord shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property placed or located on, at, or in the Leased Property, it being acknowledged and understood by Tenant that the safety and security of any such property is the sole responsibility and risk of Tenant.

10. Right of Entry; Reserved Uses. Upon prior notice to Tenant, Landlord shall at all times have the right to enter the Leased Property to inspect, improve, maintain, alter or utilize the Leased Property at reasonable times and in any reasonable manner authorized to Landlord and which does not unreasonably interfere with Tenant's use and enjoyment of the Leased Property. In the exercise of its rights pursuant to this Lease, Tenant, and Tenant's agents and employees, shall use reasonable efforts to avoid any material damage

or material interference with any Landlord installations, structures, utilities, or improvements on, under, or adjacent to the Leased Property.

10. Tenant Liability. Tenant shall be solely responsible for any reasonable and documented material damages suffered by Landlord as a result of Tenant's use and occupancy of the Leased Property. Tenant agrees to indemnify and hold Landlord, its officers, agents, and employees harmless from and against all reasonable and documented liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of, resulting from, or in any way connected with (a) Tenant's use and occupancy of the Leased Property; (b) any mechanics liens claimed or recorded against the Leased Property as a result of Tenant's use or occupancy thereof; or (c) the rights and obligations of Tenant under this Lease. Tenant agrees to hold harmless and make no claim against Landlord, its officers, agents, and employees for any damages which may be caused by the acts of Landlord, its officers, agents, and employees, to Tenant's crops, property or improvements located upon the Leased Property; however, this shall not apply with respect to the grossly negligent, wanton and willful acts of Landlord, and Landlord's agents and employees.

11. Insurance. Tenant shall purchase and maintain for the full term of this Lease farm liability and general liability insurance, with minimum coverage of not less than \$350,000 for any injury to one person in any single occurrence, and \$1,000,000 for any injury to two or more persons in any single occurrence. The general liability insurance policy shall include coverage for bodily injury, property damage, and personal injury. Tenant shall also maintain workers compensation and employers liability insurance if and as required by the provisions of the Workers Compensation Act, as amended, of the State of Colorado. Before commencement of activities under this Lease, Tenant must present evidence of the required coverages to the Landlord. The required coverages shall be maintained for the term of this Lease, and Tenant shall notify the Landlord of any material reduction or exhaustion of aggregate policy limits. If Tenant fails to purchase or maintain the insurance coverage stated required herein, the Landlord shall have the right to procure such insurance coverage at Tenant's expense.

12. Non-Waiver of CGIA. The parties understand and agree that Landlord is relying on and does not waive or intend to waive by any provision of this Lease the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. ("CGIA") as from time to time amended, or otherwise available to Landlord its officers, or its employees.

13. Breach; Remedies; Termination. At Landlord's option, it shall be deemed a breach of this Lease if Tenant defaults in the performance of any term of this Lease. In the event Landlord elects to declare a breach, Landlord shall give Tenant twenty (20) days written notice requiring compliance with the specified terms and conditions of this Lease, or delivery of the possession of the Leased Property. In the event any default remains uncorrected after twenty-one (21) days written notice, Landlord, at Landlord's option, may declare the Lease term ended, repossess the Leased Property and expel Tenant without being deemed guilty of a trespass or of a forcible entry and detainer and without prejudice to any other remedies to which Landlord may be entitled. In addition to the foregoing, Landlord may immediately terminate this Lease if Landlord determines in its reasonable discretion that Tenant's use of the Leased Property poses a material human health, safety or welfare hazard or violates applicable laws, regulations, ordinances or water court decree, which such hazard or violation cannot be remedied.

14. Notice. Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient party and its address set forth in the first paragraph of this Lease. Notices shall be effective upon mailing.

15. Non-Waiver. Waiver by Landlord of any breach of any term of this Lease shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

16.      No Sublease. The Lease granted herein is personal to the parties hereto, and Tenant may not sublease or assign any of its interest in the Lease without the Landlord's prior written consent. The foregoing shall not preclude a lender's interest in crops.

17.      Status of Tenant. Tenant acting under this Lease is not an employee, agent or joint venture of the Landlord. Tenant's operations will not be supervised by any employee or official of the Landlord, nor will Tenant exercise supervision over any employee or official of the Landlord. Tenant shall not represent that Tenant is an employee, agent or joint venture of the Landlord. Tenant shall supply all personnel, equipment and materials at Tenant's sole expense. **Tenant is not entitled to Workers' Compensation benefits from the Landlord, and is obligated to pay federal and state income tax on money earned pursuant to this Lease.**

**IN WITNESS WHEREOF**, the parties have entered into this Farm Lease Agreement on the date first above written

LANDLORD: TOWN OF WIGGINS

By: \_\_\_\_\_  
Tom Acre, Town Manager

ATTEST:

\_\_\_\_\_  
Deborah Lee, Town Clerk

TENANT:

By: \_\_\_\_\_  
Michael K. Miller

By: \_\_\_\_\_  
Carey R. Miller



## EXHIBIT A

### LEGAL DESCRIPTION OF LEASED PROPERTY

That property north of the Bijou canal and consisting of the E  $\frac{1}{2}$  of the W  $\frac{1}{2}$  of Section 15, Township 4 North, Range 60 West of the 6<sup>th</sup> and the NE  $\frac{1}{4}$  of the W  $\frac{1}{2}$  of Section 5, Township 4 North, Range 60 West of the 6<sup>th</sup> as further depicted on the attached drawing.









## STAFF SUMMARY

### Board of Trustees Work Session

October 13, 2021

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**DATE:** October 16, 2021

**AGENDA ITEM NUMBER:** 11

**TOPIC: Resolution No. 37-2021** – A Resolution Setting Water and Sewer Investment Fees (Tap Fees) for the Town of Wiggins, Colorado

**STAFF MEMBER RESPONSIBLE:** Tom Acre, Town Manager

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#### BACKGROUND:

The Board of Trustees and staff have been discussing potentially increasing water and sewer tap fees (infrastructure investment fees) and if they are increased, what amount should they be set at. Tap fees should be reviewed periodically to evaluate if they need adjustment related to capital investment costs. Revenue generated from tap fees are designed to assist in the funding of capital investment in the town's water and wastewater facilities, including the water and sanitary sewer lines (pipes), water treatment and storage facilities and the wastewater treatment facility. These tap fees are not intended to fund day-to-day operational costs.

The tap fees charged by the Town of Wiggins have not increased for over 5 years for the Water Enterprise Fund and nearly 20 years for the Sewer Enterprise Fund. The Town of Wiggins water tap fees were last adjusted in 2015 by the adoption of Resolution No. 48-2015. Sewer tap fees were last adjusted in 2002 by the adoption of Resolution No. 05-02. Sewer tap fees are currently \$6,000 per connection. Current water tap fees are set at the following schedule with no water development or acquisition fees:

Tap Size	Fee
3/4" – 5/8"	\$11,500
1"	\$17,500
1 ½"	\$30,000
2"	\$50,000
3"	\$75,000
4"	\$110,000
6"	\$225,000

Staff has recently gathered information from several surrounding communities and has prepared the following comparison based on a single-family residential unit tap fee:

- Brush\* \$ 5,910 (Tap Fee + Plant Investment Fee)
- Fort Lupton \$67,500 (\$7,500 + 1 unit of CBT at~\$60,000)
- Fort Morgan \$25,140 (\$7,640 + 1 unit of FM CBT & \$500 Transaction Fee)
- Keenesburg \$17,400 (\$6,490 + \$10,910 Raw Water Acquisition Fee)
- Kersey \$129,500 (\$9,500 + 2 units of CBT)
- Lochbuie \$8,424 (Tap Fee + Water Development Fee Negotiated)

\* Brush is currently considering an increase in Tap Fees.

For comparison, Morgan County Quality Water currently charges \$51,000 for a tap.

Sewer tap fees range as follows for a single-family residence, most of the municipalities listed below have fees based on the size of connection.

- Brush \$4,200
- Fort Lupton \$9,500
- Fort Morgan \$5,150
- Keenesburg \$7,429
- Kersey \$6,000
- Lochbuie \$7,264 (WWTP PIF + Wastewater Collection System PIF)

**SUMMARY:**

The Board of Trustees and staff have discussed increasing the single-family residential water tap fee to \$20,000 and the sewer tap fee to \$8,000 for a total \$28,000. As has been previously discussed, the Town of Wiggins does not currently have a water development or acquisition fee.

Staff has prepared a proposed schedule of fees based on water tap size and sewer connection size. The attached spreadsheet provides a comparison of the Town of Wiggins current tap fees and the proposed increased tap fees, and the communities researched for this staff summary.



Tap Size	Water Tap Fee	Sewer Tap Fee
5/8"	\$20,000	\$8,000
3/4"	\$23,000	\$10,000
1"	\$30,440	\$14,000
1 ½"	\$45,660	\$20,990
2"	\$76,100	\$34,110
3"	\$114,150	\$52,300
4"	\$167,420	\$83,680
6"	\$409,950	\$133,890

**FISCAL IMPACT:**

This action will have a positive impact on the Town of Wiggins Water and Sewer Funds. Revenue from the sale of water and sanitary sewer taps are used to fund capital improvement projects for Water and Sewer Enterprise Funds.

**APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:**

These actions support the Board of Trustees goal of being good stewards of Town resources and the priority to provide quality water and sewer services to the citizens.

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

The Board of Trustees may approve the Resolution, approve the Resolution with modification, or not approve the Resolution.

**MOTION FOR APPROVAL:**

I make a motion to adopt Resolution No. 37-2021 - A Resolution Approving the Colorado Opioids Settlement Memorandum of Understanding and Other Documents Necessary for the Town's Participation in Pending Opioids Settlement

**ACTION REQUESTED:**

MOTION, SECOND, ROLL-CALL, VOTE.

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

**TOWN OF WIGGINS, COLORADO  
RESOLUTION NO. 37-2021**

**A RESOLUTION SETTING WATER AND SEWER INVESTMENT FEES  
(TAP FEES) FOR THE TOWN OF WIGGINS, COLORADO**

**WHEREAS**, the Town of Wiggins operates a municipal water and sewer system; and

**WHEREAS**, the Board of Trustees is authorized by state law to regulate the use of the Town water and sewer systems, to establish the requirements for use of such systems, and from time-to-time fix, to establish, maintain, and provide for the collection of rates, fees, and charges for water and sewer services furnished by the Town; and

**WHEREAS**, the Board of Trustees has determined that it is appropriate to adopt new water and sewer plant investment fees (tap fees).

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

**Section 1.**     **Water Plant Investment Fee.** Any applicant desiring to connect to, take and use water from the Town's water system shall pay to the Town a water plant investment fee (water tap fee) in accordance with the following schedule:

<i>Water System Investment Fees (Water Tap Fees)</i>	
<b>Tap Size</b>	<b>Fee</b>
5/8"	\$20,000
3/4"	\$23,000
1"	\$30,440
1 1/2"	\$45,660
2"	\$76,100
3"	\$114,150
4"	\$167,420
6"	\$409,950

**Section 2.**     **Sewer Plant Investment Fee.** Any applicant desiring to connect to utilize the Town's sewer system shall pay to the Town a sewer plant investment fee (sewer tap fee) in accordance with the following schedule:

<i>Sewer System Investment Fees (Water Tap Fees)</i>	
<b>Tap Size</b>	<b>Fee</b>
5/8"	\$8,000
3/4"	\$10,000
1"	\$14,000
1 1/2"	\$20,990
2"	\$34,110
3"	\$52,300
4"	\$83,680
6"	\$133,890

**Section 3.**     **Installation costs.** All costs of material and expenses incident to the installation and connection of water and sewer service shall be borne by the applicant. All connections or taps shall be made by a licensed contractor approved by the Town and shall be at the sole expense of the applicant.

**Section 4.**     **Taps appurtenant.** Water and sewer taps shall be appurtenant to, and may not be transferred apart from, the property for which the tap is issued. The rates, fees, tolls and charges prescribed herein are in addition to any other amounts due under any other ordinances, resolutions or other enactments of the Town.

**Section 5.**     **Effective date.** The foregoing fees shall become effective on January 1, 2022.

**Section 6.**     **Repeal of prior resolutions.** All other resolutions or portions thereof inconsistent or conflicting with this resolution or any portion thereof are hereby repealed to the extent of such inconsistency or conflict.

**INTRODUCED, ADOPTED AND RESOLVED THIS 27TH DAY OF OCTOBER, 2021.**

TOWN OF WIGGINS, COLORADO

\_\_\_\_\_  
Jeffrey Palmer, Mayor

ATTEST:

\_\_\_\_\_  
Deborah Lee, Town Clerk

Water and Sewer Tap Fee Comparison

	Brush	Fort Lupton	Fort Morgan	Keenesburg	Kersey	Lochbuie	Wiggins***	Proposed Wiggins
WATER								
Tap Size	Tap Fee/PIF	Res/Com CBT* Eq R/C	PIF + CBT/Unit** to cover Tap Size	TAP Fee/Raw H2O Acq Fee	Tap Fee + CBT* (H2O Eqv)	PIF + H2O Dev Fee	Tap Fee (Water Invest)	
5/8 - inch	N/A	N/A		N/A	\$7,000 + 1 Unit CBT	N/A	\$11,500	\$20,000
3/4 - inch	\$2,000/\$3,910	\$7,500/\$9,825 CBT= 1.0/1.3	\$7,640	\$6,490/\$10,910	\$9,500 + 2 Units CBT	\$8,424 + TBD	\$11,500	\$23,000
1-inch	\$2,100/\$9,775	\$12,525/\$14,725 CBT=1.7/2.2	\$12,760	\$11,036/\$18,545	\$15,500 + 3 Units CBT	\$22,464 + TBD	\$17,500	\$30,440
1.5 - inch	Cost+\$400/\$19,550	\$19,148/\$29,325 CBT=3.3/4.4	\$25,440	\$22,721/\$38,181	\$29,000 + CBT TBD	\$28,080 + TBD	\$30,000	\$45,660
2 - inch	Cost+\$400/\$31,280	\$30,648/\$46,950 CBT=5.3/7.0	\$40,720	\$38,945/\$65,453	\$46,000 + CBT TBD	\$89,855 +TBD	\$50,000	\$76,100
3 - inch	Cost+\$400/Case-by-Case	\$61,295/\$93,975 CBT=10.7/14.0	\$89,160	N/A	N/A	\$179,710 + TBD	\$75,000	\$114,150
4 - inch	Cost+\$400/Case-by-Case	TBD CBT=Actual Use	\$152,800	N/A	N/A	\$280,797 + TBD	\$110,000	\$167,420
6 - inch	Cost+\$400/Case-by-Case	TBD CBT=Actual Use	\$318,360	N/A	N/A	N/A	\$225,000	\$409,950
8 inch	N/A	N/A	\$458,400	N/A	N/A	N/A	N/A	TBD
Multifamily/unit		\$4,500 CBT 0.6	N/A	\$3,575/\$6,545	N/A	\$8,424 1st Unit + TBD \$5,133 Each Add'l Unit + TBD	N/A	N/A
Notes:		* CBT current ~\$60,000/unit	**Fort Morgan Cost=\$17,000 & Transaction Fee \$500/unit		* CBT current ~\$60,000/unit		*** No Water Dev Fee	

Sewer

Tap Size	Tap Fee	Residenrial/Commercial		Tap Fee	Tap Fee	Tap Fee	WWTP PIF + WWCS PIF		Tap Fee	Proposed
5/8 - inch	N/A	N/A	N/A				\$4,000	\$7,264	\$6,000	\$8,000
3/4 - inch	\$4,200	\$9,500/\$19,000		\$5,150	\$7,429		\$6,000	\$7,264	\$6,000	\$10,000
1-inch	\$4,200 per ET ****	\$19,000/\$45,000		\$8,585	\$12,629		\$10,000	\$18,159	\$6,000	\$14,000
1.5 - inch	\$4,200 per ET ****	Commercial Only	\$104,000	\$17,160	\$26,003		\$20,000	\$36,320	\$6,000	\$20,990
2 - inch	\$4,200 per ET ****	Commercial Only	\$190,000	\$27,460	\$44,577		\$32,000	\$58,112	\$6,000	\$34,110
3 - inch	\$4,200 per ET ****	Commercial Only	\$408,500	\$51,500	N/A	N/A		\$108,960	\$6,000	\$52,300
4 - inch	\$4,200 per ET ****	Commercial Only	\$788,500	\$85,830	N/A	N/A		\$181,600	\$6,000	\$83,680
6 - inch	\$4,200 per ET ****	Commercial Only	\$2,070,820	\$171,660	N/A	N/A	N/A		\$6,000	\$133,890
8 inch	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TBD
Multifamily/unit	N/A	N/A	N/A	N/A	\$4,092	N/A	N/A	N/A	\$6,000	TBD
**** One Equivalent Tap (ET) = 20,000 sewer generated per quarter										
							WWTP PIF + Wastewater Collection System PIF			





## STAFF SUMMARY

### Board of Trustees Meeting

October 27, 2021

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**DATE:** October 13, 2021

**AGENDA ITEM NUMBER:** 12

**TOPIC:** Resolution No. 38-2021 – 2022 Operating Plan and Budget for the Roberts 81 Business Improvement District

**STAFF MEMBER RESPONSIBLE:** Deborah Lee, Town Clerk

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**BACKGROUND:**

The Roberts 81 Business Improvement District (Roberts 81 BID) operates under the authorities and powers allowed under the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S., as amended, as further described and limited by this Operating Plan. Section 31-25-1211, C.R.S. requires Roberts 81 BID to file an operating plan budget to the Town Clerk no later September 30<sup>th</sup> each year. Under the statute, the Town is to approve the operating plan and budget within 30 days of the submittal of all required information.

Pursuant to the provisions of the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S., as amended, this Operating Plan specifically identifies: (1) the composition of the Board of Directors; (2) the services and improvements to be provided by the District; (3) the taxes, fees, and assessments to be imposed by the District; (4) the estimated principal amount of the bonds to be issued by the District; and (5) such other information as the Town may require.

As may be further articulated in prior years' Operating Plans, the ongoing and/or contemplated purposes of this District for 2022 include financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of all of the services and public improvements allowed under Colorado law for business improvement districts. The District will own public improvements as constructed if such improvements are not otherwise dedicated to other public entities for operation and maintenance. It is anticipated that the District will enter into various agreements as required to facilitate the funding, construction, operation and maintenance of public improvements. The District is not currently a party to any significant active contracts or agreements. The District may also enter into agreements with other districts encompassing adjacent developments in order to cooperate on infrastructure projects.

**SUMMARY:**

The Roberts 81 BID was originally approved by the Board of Trustees in 2018 with Resolution No. 09-2018. Under the State statute, the Town is to approve the operating plan and budget within 30 days of the submittal of all required information. The submittal was provided to the Town Clerk on September 30, 2021. This Operating Plan and subsequent Operating Plans previously approved by the Town are incorporated herein by reference, and shall remain in full force and effect except as specifically or necessarily modified hereby.

**FISCAL IMPACT:**

Adopting this resolution has no impact on the Town's adopted budget.

**APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:**

Approving the resolution complies with the Board of Trustees goal of supporting new commercial development in the Town of Wiggins.

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

The Board of Trustees could approve the resolution as presented, request additional amendments, or not approve this resolution.

**MOTION FOR APPROVAL:**

I make a motion to adopt Resolution No. 38-2021 – A Resolution Approving the 2022 Operating Plan and Budget for the Roberts 81 Business Improvement District

**ACTION REQUESTED:**

MOTION, SECOND, ROLL-CALL, VOTE.

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

**TOWN OF WIGGINS, COLORADO  
RESOLUTION NO. 38-2021**

**A RESOLUTION APPROVING THE 2022 OPERATING PLAN AND BUDGET  
FOR THE ROBERTS 81 BUSINESS IMPROVEMENT DISTRICT**

**WHEREAS**, the Board of Trustees of the Town of Wiggins previously approved Ordinance No. 09-2018 organizing the Roberts 81 Business Improvement District (the “District”), approving its operating plan and appointing an initial Board of Directors; and

**WHEREAS**, C.R.S. § 31-25-1211 requires the District to file its operating plan and proposed budget with the Town annually and the Town must approve or disapprove such plan and budget; and

**WHEREAS**, the District has filed with the Town its operating plan and budget for fiscal year 2022; and

**WHEREAS**, the Board of Trustees has determined that the budget and plan should be approved.

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

**Section 1.** The 2022 Operating Plan and Budget for the Roberts 81 Business filed with the Town Clerk pursuant to C.R.S. § 31-25-1211 is hereby approved.

**INTRODUCED, READ, AND ADOPTED THIS 27<sup>TH</sup> DAY OF OCTOBER, 2021.**

TOWN OF WIGGINS, COLORADO

\_\_\_\_\_  
Jeffrey Palmer, Mayor

ATTEST:

\_\_\_\_\_  
Deborah Lee, Town Clerk

**2022**  
**OPERATING PLAN AND BUDGET**

**ROBERTS 81**  
**BUSINESS**  
**IMPROVEMENT**  
**DISTRICT**

Town of Wiggins, Morgan County, Colorado

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**2022**  
**OPERATING PLAN FOR THE**  
**ROBERTS 81 BUSINESS IMPROVEMENT DISTRICT**

**1. PURPOSE AND SCOPE OF THIS DISTRICT**

**A. Requirement for this Operating Plan.** The Business Improvement District Act, specifically Section 31-25-1211, C.R.S., requires that the Roberts 81 Business Improvement District (the “District”) file an operating plan and budget with the Town Clerk no later than September 30 of each year.

Under the statute, the Town is to approve the operating plan and budget within 30 days of the submittal of all required information.

The District operates under the authorities and powers allowed under the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S., as amended, as further described and limited by this Operating Plan.

**B. What Must Be Included in the Operating Plan?** Pursuant to the provisions of the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S., as amended, this Operating Plan specifically identifies: (1) the composition of the Board of Directors; (2) the services and improvements to be provided by the District; (3) the taxes, fees, and assessments to be imposed by the District; (4) the estimated principal amount of the bonds to be issued by the District; and (5) such other information as the Town may require.

This Operating Plan and subsequent Operating Plans previously approved by the Town are incorporated herein by reference, and shall remain in full force and effect except as specifically or necessarily modified hereby.

**C. Purposes.** As may be further articulated in prior years’ Operating Plans, the ongoing and/or contemplated purposes of this District for 2022 include financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of all of the services and public improvements allowed under Colorado law for business improvement districts.

**D. Ownership of Property or Major Assets.** The District will own public improvements as constructed if such improvements are not otherwise dedicated to other public entities for operation and maintenance.

**E. Contracts and Agreements.** It is anticipated that the District will enter into various agreements as required to facilitate the funding, construction, operation and maintenance of public improvements. The District is not currently a party to any significant active contracts or agreements. The District may also enter into agreements with other districts encompassing adjacent developments in order to cooperate on infrastructure projects.

## 2. ORGANIZATION AND COMPOSITION OF THE BOARD OF DIRECTORS

**A. *Organization.*** The Roberts 81 Business Improvement District was organized by the Town of Wiggins, Colorado by Ordinance No. 09-2018.

**B. *Governance.*** The District is governed by an elected board of directors.

**C. *Board of Directors.*** The persons who currently serve as the Board of Directors are:

- 1) Judith Roberts
- 2) Steven Klecka
- 3) Lindsay Klecka
- 4) Janet Roberts
- 5) Mary Dilka

Director and other pertinent contact information are provided in **EXHIBIT A**.

**D. *Term Limits.*** The District held a special election on November 6, 2018, at which a ballot question was presented to eliminate term limits pursuant to Article 18, Section 11 of the Colorado Constitution. The ballot question passed.

**E. *Advisory Board.*** The Board of Directors may appoint one or more advisory boards to assist the Board of Directors on such matters as the Board of Directors desires assistance. The Board of Directors shall, upon the appointment of an advisory board, set forth its duties, duration, and membership. The Board of Directors may provide rules of procedure for the advisory board or may delegate to the advisory board the authority to provide such rules. No advisory boards have yet been appointed.

## 3. BOUNDARIES, INCLUSIONS AND EXCLUSIONS

The District is proposed to include approximately 81.895 acres with boundaries as depicted in **EXHIBIT D**. A legal description of the initial District boundaries and a corresponding map are attached hereto as **EXHIBIT C-1**. In 2022 and subsequent years, the District anticipates inclusion requests for additional property as boundaries are established and additional property owners participate in the District. The District may include additional property pursuant to statute. A legal description of the future inclusion area boundaries is attached hereto as **EXHIBIT C-2**.

## 4. PUBLIC IMPROVEMENTS

The District will be primarily concerned with the provision of public improvements and services within the boundaries of the District; however, there may be instances to provide improvements or services outside of the boundaries of the District as part of the project. The District shall have the authority to provide these improvements and services, but the revenue-raising powers of the

District to recoup the costs of extraterritorial improvements and services shall be as limited by state law.

The public improvements that the District anticipates it will construct, install or cause to be constructed and installed, include those public improvements the costs of which may, in accordance with the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S., lawfully be paid for by the District, including, without limitation, water services, safety protection devices, sanitation services, marketing, streetscape improvements, street improvements, curbs, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, grading, landscaping and storm and wastewater management facilities and associated land acquisition and remediation (“Public Improvements”).

## **5. ADMINISTRATION, OPERATIONS, SERVICES AND MAINTENANCE**

The District shall provide for ownership, operation, and maintenance of District facilities as activities of the District itself or by contract with other units of government or the private sector.

## **6. FINANCIAL PLAN AND BUDGET**

**A.     *2022 Budget.*** The proposed 2022 Budget for the District is attached as **EXHIBIT B.**

**B.     *Authorized Indebtedness.*** The District held an election on November 6, 2018 for the purpose of authorizing debt, taxes, revenue limits, spending limits, special assessments, and such other matters as may be necessary or convenient for the implementation of Art. X., Sec. 20 of the Colorado Constitution, and the Operating Plan. The initial maximum debt authorization for the District shall be \$10,000,000.00.

**C.     *Property Tax and Mill Levy Caps.*** The District taxing ability shall be constrained to mill levy limitations of up to 50 mills for debt service, general operations and administrative expenses due to the on-going operations and maintenance to be undertaken by the District within its boundaries.

**D.     *District Revenues.*** The District anticipates developer funding for initial revenue sources and thereafter revenues derived from property taxes. The District may also be the beneficiary of revenues derived from a privately imposed public improvement fee.

**E.     *Existing Debt Obligations.*** The District has no current debt.

**F.     *Future Debt Obligations.*** The District may issue debt in 2022 to finance the construction of the Public Improvements.

**G.     *Other Financial Obligations.*** The District may enter into agreements including reimbursement or similar agreements and leases; as well as agreements for ongoing services such as legal, administration, compliance, budget, audit, etc.



**H. *Non-Default Provisions.*** Limited tax general obligation bonds issued by the District shall be structured and/or credit enhancements provided such that the bonds cannot default as long as the District is imposing the required maximum allowed mill levy.

**I.** The debt of the District will not constitute a debt or obligation of the Town in any manner. The faith and credit of the Town will not be pledged for the repayment of the debt of the District. This will be clearly stated on all offering circulars, prospectus, or disclosure statements associated with any securities issued by the District.

## **7. 2022 ACTIVITIES, PROJECTS AND CHANGES**

### **A. *Activities***

It is anticipated that the District will primarily be engaged in the early stages of development in 2022.

### **B. *Projects and Public Improvements***

The District may be undertaking any projects or public improvements as development needs require.

## **8. DISSOLUTION**

The District is anticipated to have ongoing operations and maintenance obligations that will necessitate perpetual existence. If the District no longer has such obligations the District will seek to dissolve pursuant to C.R.S. § 31-25-1225.

## **9. CONCLUSION**

It is submitted that this Operating Plan and Budget for the District meets the requirements of the Business Improvement District Act and further meets applicable requirements of the Colorado Constitution and other law. It is further submitted that the types of services and improvements to be provided by the District are those services and improvements which satisfy the purposes of Part 12 of Article 25 of Title 31, C.R.S.

**EXHIBIT A**  
**Director and Other Contact Information**

**BOARD OF DIRECTORS:**

- |    |                |   |
|----|----------------|---|
| 1) | Judith Roberts | 211 4 <sup>th</sup> Avenue<br>Wiggins, Colorado 80654 |
| 2) | Steven Klecka  | 314 Suzanne Street<br>Wiggins, Colorado 80654         |
| 3) | Lindsay Klecka | 314 Suzanne Street<br>Wiggins, Colorado 80654         |
| 4) | Janet Roberts  | 317 High Street<br>Wiggins, Colorado 80654            |
| 5) | Mary Dilka     | 19084 County Road 7<br>Wiggins, Colorado 80654        |

**DISTRICT CONTACT:**

Russell W. Dykstra  
Spencer Fane LLP  
1700 Lincoln Street, Suite 2000  
Denver, Colorado 80203

303-839-3845  
[rdykstra@spencerfane.com](mailto:rdykstra@spencerfane.com)

## EXHIBIT B

### 2022 BID Budget General Fund

#### Roberts 81 Business Improvement District 2022 Budget

#### General Fund

<u>Expense</u>	<u>Adopted</u> <u>2021</u>	<u>Actual</u> <u>2021</u>	<u>Proposed</u> <u>2022</u>
Beginning Funds Balance	\$ -	\$ -	\$ -
Revenue			
Property Taxes	\$ -	\$ -	\$ -
Specific Ownership Taxes	\$ -	\$ -	\$ -
Developer Advances	\$ 50,000	\$ -	\$ 50,000
Interest Income	-	-	-
Miscellaneous Income	\$ -	\$ -	\$ -
Total Revenue	\$ 50,000	\$ -	\$ 50,000
Expenditures			
Accounting / Audit	\$ 20,000	\$ -	\$ 20,000
Election Expense	\$ 5,000	\$ -	\$ 5,000
Engineering	\$ 2,000	\$ -	\$ 2,000
Insurance/SDA Dues	\$ 500	\$ -	\$ 500
Legal	\$ 10,000	\$ -	\$ 10,000
Formation Costs	\$ -	\$ -	\$ -
Miscellaneous	\$ 2,500		\$ 2,500
Contingency	\$ 10,000	\$ -	\$ 10,000
Total Expenditures	\$ 50,000	\$ -	\$ 50,000
Ending Funds Balance	\$ 0	\$ -	\$ 0

## EXHIBIT C-1

### Legal Description of Initial Boundary and Map

A PART OF LOT 1, STUB'S MINOR SUBDIVISION IN THE TOWN OF WIGGINS, MORGAN COUNTY, COLORADO, IN THE NW1/4 OF SECTION 12, T3N, R60W OF THE 6<sup>TH</sup> P.M., MORGAN COUNTY, COLORADO AS RECORDED IN RECEPTION NUMBER 1500393 OF THE MORGAN COUNTY RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 84°21'15" EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 50.00 FEET; THENCE SOUTH 4°04'05" WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 84°21'15" WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE NORTH 4°04'05" EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2464 SQUARE FEET, MORE OR LESS.

DESCRIPTION PREPARED FROM PLAT OF STUB'S MINOR SUBDIVISION IN THE TOWN OF WIGGINS, MORGAN COUNTY, COLORADO, IN THE NW1/4 OF SECTION 12, T3N, R60W OF THE 6<sup>TH</sup> P.M., MORGAN COUNTY, COLORADO AS RECORDED IN RECEPTION NUMBER 1500393 OF THE MORGAN COUNTY RECORDS AND DOES NOT REPRESENT A SURVEY OF THE PARCEL. TITLE TO THIS PARCEL CANNOT BE TRANSFERRED UNTIL A SUBDIVISION PLAT IS PREAPRED AND APPROVED BY THE TOWN OF WIGGINS, COLORADO.

Description prepared by: Anne M. Korbe  
RLS 26964  
For and on behalf of Leibert-McAtee & Associates, Inc.  
P.O. Box 442  
Sterling, Colorado 80751  
970-522-1960  
7-25-2018



## **EXHIBIT C-2**

Legal Description of Future Inclusion Area

PROPERTY DESCRIPTION

A parcel of land being a portion of the East Half (E1/2) of Section Eleven (11), Township Three North (T.3N.), Range Sixty West (R.60W.) of the Sixth Principal Meridian (6th P.M.), County of Morgan, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 11 and assuming the West line of the E1/2 of said Section 11 as bearing North 01°01'47" West being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 5265.93 feet with all other bearings contained herein relative thereto;

THENCE North 01°01'47" West along the West line of the E1/2 of said Section 11 a distance of 1783.89 feet to the intersection of the West line of the E1/2 of said Section 11 and the North Right of Way line of State Highway 6 and to the POINT OF BEGINNING;

THENCE North 01°01'47" West along the West line of the E1/2 of said Section 11 a distance of 1660.36 feet to the Southerly Right of Way line of Interstate No. 76 as conveyed to the Department of Highways, State of Colorado in a Special Warranty Deed (SWD) recorded November 24, 1958 in Book 608, Page 484 of the Records of Morgan County;

The following Five (5) courses are along the Southerly and Westerly Right of Way lines of said Interstate No. 76:

THENCE North 58°27'12" East a distance of 948.15 feet (SWD=947.0 feet) to a Point of Curvature;

THENCE along the arc of a curve concave to the Southeast a distance of 1205.36 feet (SWD=1204.9 feet), said curve has a Radius of 5580.00 feet, a Delta of 12°22'36" and is subtended by a Chord bearing North 64°38'30" East a distance of 1203.02 feet to the end point of said curve;

THENCE North 86°00'30" East along a line non-tangent to the aforesaid curve a distance of 590.90 feet (SWD=590.9 feet);

THENCE South 52°49'30" East a distance of 69.50 feet (SWD=69.5 feet);

THENCE South 07°18'00" East a distance of 452.87 feet (SWD=452.8 feet) to a line parallel with and 30.00 feet Westerly of, as measured at a right angle to the East line of the Northeast Quarter of Section 11;

THENCE North 88°54'44" East a distance of 60.00 feet to a line parallel with and 30.00 feet Easterly of, as measured at a right angle to the East line of the Northeast Quarter of Section 11 and to the Westerly line of the existing Town of Wiggins as described in the Map of Annexation to the Town of Wiggins, Colorado recorded March 12, 2001 at Book 9, Page 63, Reception No. 790503 of the Records of Morgan County;

THENCE South 00°56'06" East along said parallel line and along said Westerly line of the existing Town of Wiggins a distance of 356.44 feet to the Northerly line of the existing Town of Wiggins as described in the Annexation to the Town of Wiggins recorded October 17, 2000 at Book 9, Page 45, Reception No. 787884 of the Records of Morgan County, and to the Northerly line of that parcel of land described in a Warranty Deed recorded March 14, 1938 in Book 365, Page 149 of the Records of Morgan County, said line also being the Northerly Right of Way line of State Highway No. 6;

The following Two (2) courses are along said Northerly line of the existing Town of Wiggins:

THENCE South 54°39'10" West a distance of 1671.28 feet to the South line of the Northeast Quarter of Section 11 and to a point being 217.00 feet Northwesterly of, as measured at a right angle to the centerline of the existing main line of the Burlington Northern and Santa Fe Railroad;

THENCE South 54°42'26" West along the Northerly line of that parcel of land described in a Warranty Deed recorded March 14, 1938 in Book 365, Page 148 of the Records of Morgan County a distance of 210.62 feet to the Southeast corner of that parcel of land described in a Quit Claim Deed (QCD) recorded October 25, 2007 as Reception No. 845936 of the Morgan County Records;

The following Three (3) courses are along the East, North and West lines of said QCD:

THENCE North 01°06'01" West a distance of 344.45 feet (QCD=344.19 feet);

THENCE South 88°54'45" West a distance of 356.00 feet (QCD=356.00 feet);

THENCE South 01°06'01" East a distance of 586.40 feet (QCD=586.06 feet) to the Northerly line of the existing Town of Wiggins as described in the Annexation to the Town of Wiggins recorded October 17, 2000 at Book 9, Page 45, Reception No. 787884 of the Records of Morgan County, and to the Northerly line of that parcel of land described in Book 365, Page 148 of the Records of Morgan County, said line also being the Northerly Right of Way line of State Highway No.6;

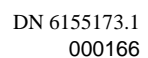
THENCE South 54°42'26" West along said Northerly line of the existing Town of Wiggins a distance of 915.31 feet to the West line of the E1/2 of said Section 11 and to the POINT OF BEGINNING.

Said described parcel of land contains 81.895 Acres, more or less ( $\pm$ ), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.



A PORTION OF THE SOUTHWEST CORNER OF PLANNING AREA 4 REFERENCED AS LOT 13 IN THE PRELIMINARY PD, TOTALING 1.5 ACRES IN SIZE, TOWN OF WIGGINS, MORGAN COUNTY, COLORADO, SITUATED AT THE NORTHEAST CORNER OF JAMES AVENUE AND HIGHWAY 6 IN WIGGINS, COLORADO.

## Boundary Map





## **STAFF SUMMARY**

### **Board of Trustees Meeting**

**October 27, 2021**

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**DATE:** October 23, 2021

**AGENDA ITEM NUMBER:** 13

**TOPIC: Resolution No. 39-2021** – A Resolution by the Town of Wiggins Board of Trustees Supporting the Wiggins School District RE 50J Building for Our Future Ballot Issue 5W

**STAFF MEMBER RESPONSIBLE:** Tom Acre, Town Manager

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#### **BACKGROUND:**

The Wiggins School District RE 50J is seeking approval from district voters to issue bonds to upgrade various school facilities. The school District is planning to build a new 3rd-6<sup>th</sup> grade building, update the K-2<sup>nd</sup> grade (current elementary) building, and build an addition to the preschool if voters approve ballot question.

#### **SUMMARY:**

The Building for our Future bond committee was formed to promote Wiggins School District Bond question 5W on the November 2, 2021 election. Information on what the Bond proceeds will provide are attached to this Staff Summary.

The attached Resolution has been prepared to allow the Board of Trustees to provide support to Wiggins School District.

#### **FISCAL IMPACT:**

Approval of This Resolution has no impact on the Town of Wiggins budget.

#### **APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:**

This action supports the Town's desire to support the Wiggins School District RE 50J and to provide a safe and secure learning environment for school aged residents of the Town.

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

The Board of Trustees may approve the Resolution, approve the Resolution with modifications, or not approve the Resolution.

**MOTION FOR APPROVAL:**

I make a motion to adopt Resolution No. 39-2021 - A Resolution by the Town of Wiggins Board of Trustees Supporting the Wiggins School District RE 50J Building for Our Future Ballot Issue 5W

**ACTION REQUESTED:**

MOTION, SECOND, ROLL-CALL, VOTE.

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

**TOWN OF WIGGINS  
RESOLUTION NO. 39-2021**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF WIGGINS,  
COLORADO, SUPPORTING THE WIGGINS SCHOOL RE 50J DISTRICT BUILDING FOR  
OUR FUTURE BOND ISSUE 5W**

**WHEREAS**, the safe and secure learning environment of Wiggins School District RE 50J students is an utmost priority to Town of Wiggins Board of Trustees; and

**WHEREAS**, the Wiggins School District RE 50J has experienced 41% growth within the district's boundary over the past five (5) years; and

**WHEREAS**, the Wiggins School District RE 50J Board of Education has gone through the necessary steps to provide the voter a cost-effective and transparent bond measure with the purposes of building a new 3rd-6<sup>th</sup> grade building, update the K-2<sup>nd</sup> grade (current elementary) building, and build an addition to the preschool; and

**WHEREAS**, the Wiggins School District RE 50J was able to satisfy a community desire and include \$800,000 of add-ons by being fiscally responsible during the last bond funded construction; and

**WHEREAS**, the Building for our Future projects allows the Wiggins School District RE 50J to plan for future and uphold the Wiggins School District R 50J Tradition and Mission.

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

The Town of Wiggins Board of Trustees fully supports and advocates for the passing of the Wiggins School District 51 Bond 5W to rebuild Grand Junction High School.

**RESOLVED, APPROVED, AND ADOPTED THIS 27<sup>TH</sup> DAY OF OCTOBER 2021.**

**TOWN OF WIGGINS, COLORADO**

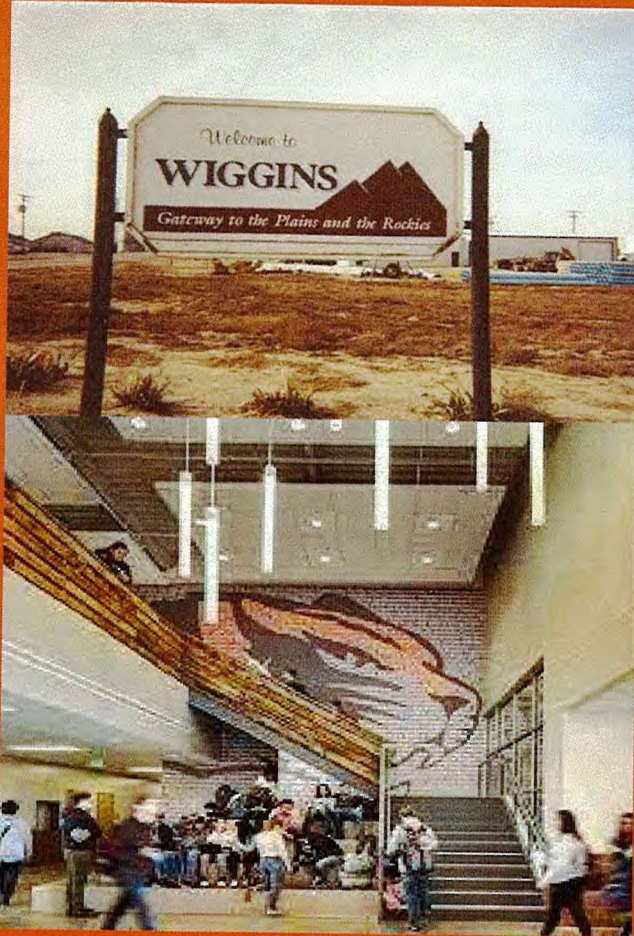
(Seal)

\_\_\_\_\_  
Jefferey Palmer, Mayor

ATTEST:

\_\_\_\_\_  
Deborah Lee, Town Clerk





# Ballot Issue



BUILDING FOR OUR FUTURE  
Great Schools = Great Communities





Over 100 Years of Education in Wiggins.  
From the beginning.....





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## To the present, we uphold our tradition



To provide a safe and secure learning environment for all staff and students which empowers all students to be lifelong learners. By....  
Positively Impacting Every Student, Everyday!

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## **Enrollment: 41% Growth in 5 years**

### 2016

PreK-45

Knd-40

2nd-42

4th-37

6th-45

7th-37

9th-48

11th-42

Total Elem: 292

1st-39

3rd-46

5th-43

8th-34

10th-29

12th-31

Total Secondary: 221

**Total District: 558**

### 2021

PreK-75 (With Waitlist of 10+)

Knd-55

2nd-71

4th-43

6th-58

7th-57

9th-63

11th-56

Total Elem: 410

1st-61

3rd-59

5th-63

8th-61

10th-56

12th-46

Total Secondary: 339

**Total District: 824**

**Difference of 266**

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# Building Capacity



## Each Schools Total Student Capacity

- Pre-School
  - 75
- Elementary School
  - 440
- Secondary
  - 532
- Administration Office
  - 125

## Each Schools Current Student Enrollment

- Pre-School
  - 75 + Wait List
- Elementary School
  - 414
- Secondary
  - 339
- Administration Office Uses
  - Computer Lab, STEAM Lab
  - ELL Classroom, Boardroom
  - Intervention

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## Future Growth



### 1. New and Expanding Residential Subdivisions

- |    |                               |                       |                 |
|----|-------------------------------|-----------------------|-----------------|
| a. | Kiowa Park                    | Current: 281+48 Apart | Future: 41-126  |
| b. | The Farm                      | Current: 0            | Future: 180-250 |
| c. | Prairie View                  | Current: 49           | Future: 26      |
| d. | Stable Ridge                  | Current: 35           | Future: 49      |
| e. | County Subdivisions           | Current: 9            | Future: 33      |
| f. | Town subdivisions 2 possible: |                       | Future: 862?    |

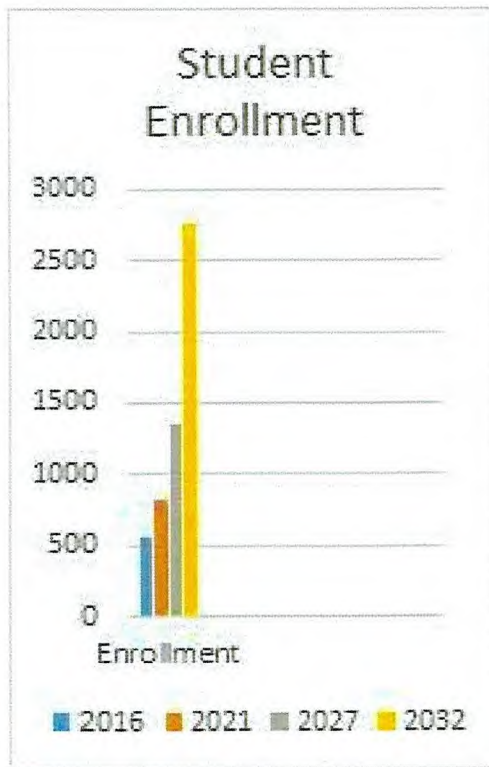
2. More than 420 new homes since 2016

3. Possibility for 350+ new homes in the near future



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## Projected Students



A 2018 study by Western Demographics showed that each residence in the Wiggins School District boundaries accounted for .8 children.

Current enrollment numbers show that each home accounts for 1.5 children.

2016=558 /2021=824 /2027=1349 /2032=2763

Wiggins School District should plan for an additional:

Expected future homes:

350 homes @ .8 =280 students

350 homes @1.5 =525 students

If other subdivisions begin to develop we can expect upwards of 600

homes: 1,292 homes@ .8 =1,033.6 students  
1,292 homes @ 1.5=1,938 students

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## School District Boundary



### Wiggins School District

- North: CR 62/ CR X/ CR U
- East: CR 97/ CR 9/ CR 4
- South: CR A/ 136th Ave
- West: CR 91/ CR/97/ CR 81

### Wiggins School District

#### Counties:

- Morgan, Adams, Weld

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## Out of District Students

1. No longer accepting new families
  - a. Only accepting high school students at this time
2. Out of District Students
  - a. 12 in Elementary School-6 of these students are teacher's children
  - b. 30 Secondary- 6 of these students are staff's children
3. Advantageous for Budget
  - a. These students bring in over \$370,000 for district
    - i. Equal to 7 new teacher salaries

Out-of-District  
Transfers





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## Preschool Addition

1. Growth of district has led to a need for 3 more classrooms
    - a. Turning away students on a yearly basis due to capacity of building
  2. Addition will have a **safe and secure entry**
    - a. Place for an admin assistant at front door
  3. Parking lot will be created for safety of students and parents as the Main Street access will be eliminated
  4. Enlarge playground to meet the needs of growing population
  5. New playground equipment will be added
-

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## 3rd-6th Grade Building

The Wiggins School District has increased enrollment by 41% in the past 5 years.

1. Elementary capacity is at 440 students. August enrollment was 410 and growing [Every space is in use]
    - a. 21 Classrooms/library/cooperative teaching space (5th grade)
      - i. (STEAM in Admin/5th grade breakout in Admin)
  2. New building would be equipped with
    - a. 4 Classrooms for each class
    - b. Media Center, STEAM, Gym, Stage, Humanities
  3. New age appropriate playground equipment
-



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## Knd-2nd Grade (Current Elementary)



1. Update bathrooms
    - a. Fixtures/flooring
  2. Update
    - a. Vinyl tile replaced minimize upkeep
    - b. New carpet/paint in classrooms
    - c. Replace gym floor
  3. Humanities/Breakout Spaces
    - a. Room for growing district
    - b. Humanities areas
    - c. Breakout spaces
  4. Replace all exterior doors and update playground equipment
-

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# What if We Wait to Build?

## 1. Modulares

- a. Placed on campus to house classes
- b. Cost for unit, concrete, plumbing, ect..
- c. Safety (travel between buildings)
  - i. No secure entrance
- d. Noisy and poor insulation

## 2. Cost will continue to increase

- a. Steel 3x as much as it was in 2016
- b. Lumber prices are higher
- c. Projection if we wait another year
  - i. ?



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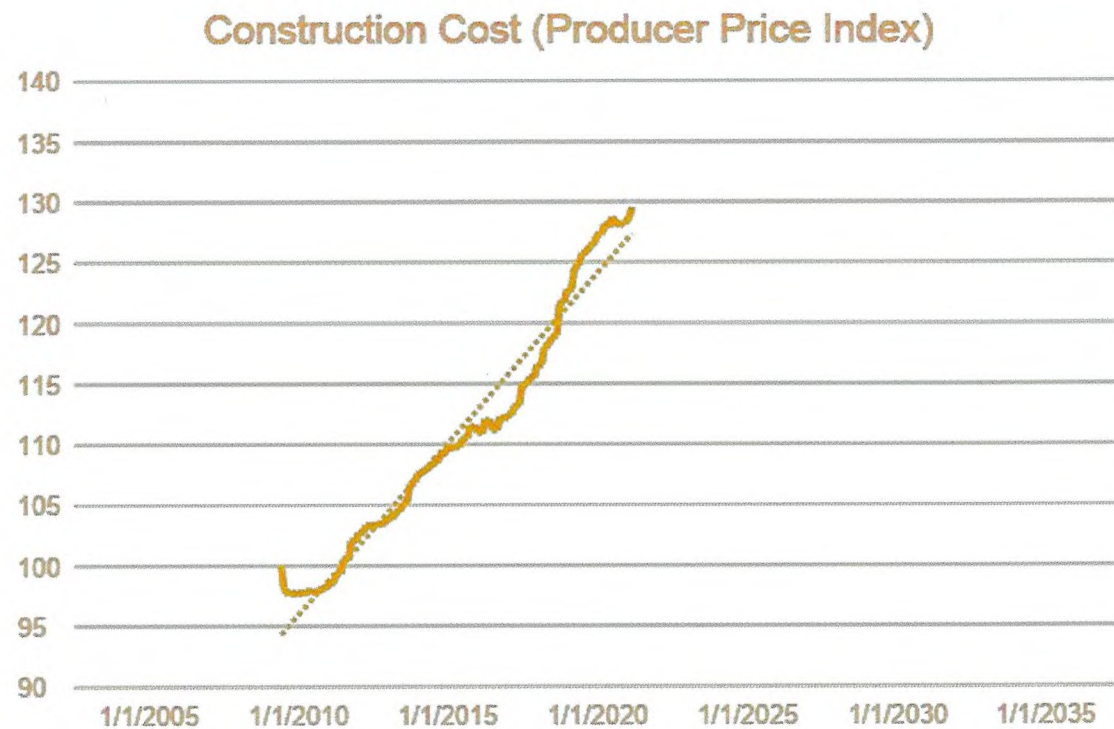
## Interest Rate History Last 20 Years





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# Long Term Construction Costs



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# Morgan County Taxes - 2020

## Morgan County Taxes - 2020

Taxing Entity	2020	% of Total
Morgan County	29.012	27.4%
North Kiowa Bijou Ground Water	0.023	0.0%
Town of Wiggins	32.212	30.4%
Wiggins Fire Protection District	7.000	6.6%
Wiggins Pest Control District	0.416	0.4%
Wiggins School District RE-50]	34.830	32.9%
<b>Total Mill Levy</b>	103.493	

<u>School District</u>	<u>School District Comparison</u>		<u>Total Mill Levy</u>
	<u>General Fund Levy</u>	<u>Bond Levy</u>	
Wiggins	24.56	10.27	34.83
Brush	36.09	11.85	47.94
Fort Morgan	29.09	10.96	40.05
Weldon Valley Schools	27.40	.50	27.90

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# How Are My Taxes Determined?

## How Are Property Taxes for My Home Determined?

Taxable Actual Market Value	\$100,000
Assessed Value (7.15% of Actual Value)	\$7,150
1 Mill (\$1/1000 or 0.001)	\$7.15
School District Taxes at 34.830 Mills*	\$249.03
Total Taxes at Total County Levy (103.493)	\$739.97

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## Cost to Taxpayer

### 2022 Assessed Value: Tax Impact

Bond	Residential	Business	Agricultural	Agricultural	Agricultural	Agricultural
\$29.9 Million	Per \$100,000 home	Per \$100,000 business	¼ Section Sprinkler	¼ Section Flood	¼ Section Dry Land	¼ Section Grazing
Monthly	\$2.73	\$11.06	\$9.73	\$8.89	\$2.46	\$0.58

Annual:            \$32.76            \$132.72            \$116.79            \$106.68            \$29.56            \$6.96

\$ Acre/Year:                            \$.73            \$.67            \$.18            \$.09

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## Fiscal Responsibility

1. District was able to add over 800k of add ons to last build by being frugal during Construction
    - a. Event Parking and canopy over entrance
    - b. Upgraded Safety System in each classroom
    - c. HVAC replacement and update on elementary gym and Event Center
    - d. Safe and secure gates around outside play areas
    - e. Gator and Tractor, Electric floor scrubbers for Maintenance
  2. Bond Proceeds
    - a. Community desires met
      - i. Baseball field (most desired feature that was not on bond per community meetings)
-



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## Fiscal Responsibility

COVID \$\$

### 1. ESSER Funds

- a. Technology advancements for each child to support at home learning
- b. Interactive monitors (In-person and at home learning)
- c. Staff hiring to address learning loss due to growth/COVID/refugee influx
- d. **Student Mental Health Program**
- e. Summer school
- f. PD training for blended instruction/SIOP-(Support for second language learners)230
- g. Paid for teachers lunches in trade for deep cleaning of classrooms

### 2. Wiggins School District did not spend grant money on throw away items

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## Mill Levy Override

Wiggins School District is one of only a handful of school districts in the state that has never asked their constituents to approve a Mill Levy Override to fund buildings or programming.

School Board members and administration have valued the taxpayers dollars which can be seen in the district budgeted reserve account. The district holds \$6.7 million (one year worth of operating expenses) in reserve funds to supplement teacher salaries, campus upgrades and to put toward upkeep on the expanding district.

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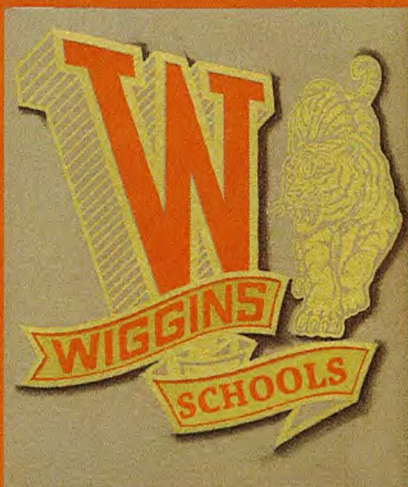
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## Planning for the Future



- New 3rd-6th grade building
- 4 classrooms for each grade level with ability to build classrooms in the future
- STEAM Lab, Media Center, humanities
- Safe entry addition put on the Preschool building
- Add additional 3 classrooms onto Preschool
- Parking lot on property to keep preschool children off of Main St. while walking to school
- Traffic pushed to Chapman St. for half of elementary, alleviating traffic during drop off and pick up hours.
- Redesign parking and drop-off for improved safety & traffic flow
- Update flooring, bathrooms, doors, playgrounds in current elementary





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# Uphold our Tradition and Mission

<https://www.dropbox.com/s/4m1i1fb63syb46v/wiggins%200831.mp4?dl=0>

VOTE ON 5 

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**Submit to Local Licensing Authority**

Fees Due		
Renewal Fee		227.50
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		\$

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

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <i>Lori Kitzman</i>		Doing Business As Name (DBA) <i>Lori Kitzman</i>	
Liquor License # <i>03-04012</i>	License Type <i>Liquor Store</i>	Sales Tax License # <i>30140951-0000</i>	Expiration Date <i>12/31/21</i>
Business Address <i>400 Central Avenue</i>		Due Date <i>11/30/21</i>	
Mailing Address <i>5598 CRL Wiggins, CO 80654</i>		Email <i>lori.kitzman@live.com</i>	
Operating Manager <i>Lori Kitzman</i>	Date of Birth <i>9/2/56</i>	Home Address <i>5598 CRL Wiggins, CO 80654</i>	Phone Number <i>970-768-1106</i>

- Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No  
 Are the premises owned or rented? ☒ Owned ☐ Rented\* \*If rented, expiration date of lease \_\_\_\_\_
- 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. ☐ Yes ☒ No
- 3a. 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? ☐ Yes ☒ No
- 3b. 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.? ☐ Yes ☒ No
4. 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. ☐ Yes ☒ No
5. 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. ☐ Yes ☒ 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 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
7. 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>LORI KITZMAN</i>	Title <i>President</i>
Signature <i>Lori Kitzman</i>	Date <i>10/6/21</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		Date
Signature	Title	Attest