



**TOWN OF WIGGINS
BOARD MEETING AGENDA**

FEBRUARY 25, 2026 at 7:00 P.M.

**304 CENTRAL AVENUE
WIGGINS, CO 80654**

***THE PUBLIC IS INVITED & ENCOURAGED TO ATTEND THE MEETING VIA ZOOM OR WATCH ON
YOUTUBE IF THEY ARE UNABLE TO ATTEND MEETING IN PERSON***

GO TO <https://us06web.zoom.us/j/85304053718> FOR THE MEETING LINK

I. INTRODUCTIONS

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

II. APPROVAL OF CONSENT AGENDA

1. Approval of Minutes of the Meeting held on January 28, 2026
2. Approval of Minutes of the Special Meeting held February 11, 2026

III. REPORTS

1. Town Manager Report
2. Board of Trustees Report
3. Approval of Bills February 2026
4. Financials-Budget to Actual

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 may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town Staff for follow-up.

V. CONSIDERATION OF RESOLUTION NO. 05-2026

A Resolution Approving a Professional Services Agreement with Safebuilt Colorado, LLC

1. Resolution No. 05-2026

VI. A CONSIDERATION OF RESOLUTION NO. 06-2026

A Resolution Approving an Engagement Letter with Hayes Poznanovic Korver LLC for Water Attorney Legal Services

1. Resolution No. 06-2026

VII. A CONSIDERATION OF RESOLUTION NO. 07-2026

A Resolution Approving a Consulting Agreement with Retail Strategies LLC

1. Resolution No. 07-2026

VIII. A CONSIDERATION OF RESOLUTION NO. 08-2026

A Resolution Approving an Assignment and Assumption Agreement with Merrick & Company

1. Resolution No. 04-2026

IX. A CONSIDERATION OF ORDINANCE NO. 01-2026

An Ordinance Amending Chapter 93 of the Wiggins Municipal Code Regarding Street and Sidewalk Closures

1. Ordinance No. 01-2026

X. A CONSIDERATION OF ORDINANCE NO. 02-2026

An Ordinance Amending Section 70.02 of the Wiggins Municipal Code Concerning Speed Limits Within the Town

1. Ordinance No. 02-2026

XI. A CONSIDERATION OF ORDINANCE NO. 03-2026

An Ordinance Amending Chapter 110 of the Wiggins Municipal Code Regarding Business Licenses

1. Ordinance No. 03-2026

XII. LIQUOR LICENSE AUTHORITY

1. Stub's LLC – Liquor License Renewal

XIII. ADJOURNMENT

1. Closing Remarks by Mayor and Adjournment of Meeting



MINUTES OF BOARD MEETING

TOWN OF WIGGINS BOARD OF TRUSTEES

January 28, 2026 at 7:00 P.M.

CALL TO ORDER & ROLL CALL

A meeting of the Town Board of Trustees for the Town of Wiggins, Colorado was held on Wednesday, January 28, 2026. Mayor Chris Franzen called the meeting to order at 7:00 P.M. The following answered roll call: Mayor Pro-Tem Steven Perrott, and Trustees Robert McKeighan, Bruce Miller, Steven Klecka and Michael Seiber. Staff present were Craig Miller, Town Manager; Nichole Seiber, Town Clerk/Treasurer; Jim Parks, Chief of Police; Beau Warden, Public Works and Diana Evans, Planning & Zoning.

APPROVAL OF THE AGENDA

- Motion made by Mayor Pro-Tem Perrott to approve the agenda, seconded by Trustee Miller. Roll Call: Unanimously Approved.

APPROVAL OF THE CONSENT AGENDA

- Motion made by Mayor Pro-Tem Perrott, seconded by Trustee McKeighan, to approve the minutes from the Board of Trustees Special Board Meetings held December 10, 2025, December 18, 2025, January 14, 2026 and January 16, 2026. Roll Call: Unanimously Approved.

TOWN STAFF REPORTS

- Town Manager: DOLA grants available; Updated website; Business license requirement changes; Cyber security breach; Miller & Associates personnel change.
- Town Clerk: Parks & Rec Coordinator position open.
- Public Works: July 4th Celebration; Survey on town-owned tanks; Shelter at park damaged.
- BOT:.:
- Angie Leist Appointment

APPROVAL OF BILLS, JANUARY 2026

- Motion made by Trustee Miller, seconded by Trustee Klecka to approve the bills for January 2026. Roll Call: Unanimously Approved.

APPROVAL OF FINANCIALS, ACTUAL TO BUDGET

- Motion made by Trustee Miller, seconded by Trustee McKeighan to approve the Financials Actual to Budget. Roll Call: Unanimously Approved.

PUBLIC COMMENTS

- Trent Kerr: Wiggins School District building bus garage, maintenance shop, administration space.
- Deb Lee: Presented concerns about Trent Kerr not going after grants for the school, no buses, school traffic, water lines and pressure, town property for sale, snow removal, business licenses, community building bathrooms, Parks/Rec past personnel, culvert at Suzanne St.
- Jacob Lira: Ordinance for side-by-side vehicles and registration process.
- Cindy Miller: Thanks to Board, Public Works dept for work on park, requested playground at Teets Park, concerned about traffic/speed.
- Online Question: Community garage sale timeframe? May 2. When will Farmers Market be? Later in summer.

CONSIDERATION OF RESOLUTION 01-2026

- A Resolution Designating the Place for Posting of Notices of Public Meetings and Establishing the Calendar for Work Sessions and Regular Monthly Board Meetings of the Town of Wiggins Board of Trustees for the Year 2026.
- Motion made by Mayor Pro-Tem Perrott, seconded by Trustee Klecka, to approve Resolution 01-2026. Roll Call: Unanimously Approved.

CONSIDERATION OF RESOLUTION 02-2026

- A Resolution Approving and Authorizing the Mayor and the Town Manager to Sign the Engagement Letter for the 2025 Year End Audit of the Town of Wiggins Financials.
- Motion made by Trustee Miller, seconded by Trustee McKeighan to approve Resolution 02-2026 . Roll Call: Unanimously Approved.

CONSIDERATION OF RESOLUTION NO. 03-2026

- A Resolution Approving a State of Colorado Intergovernmental Grant Agreement for a Local Planning Capacity Grant.
- Motion to approve Resolution 03-2026 made by Trustee McKeighan, seconded by Trustee Miller. Roll Call: Unanimously Approved.

CONSIDERATION OF RESOLUTION 04-2026

- A Resolution Approving a First Amendment to Independent Contractor Agreement for Building Plan Review and Inspection Service.
- Motion made by Trustee Leist, seconded by Trustee Klecka to approve Resolution 04-2026. Roll Call: Unanimously Approved.

BOARD OF TRUSTEE DISCUSSIONS

- Terms of Lease Agreement for a Portion of the Knievel Property
- Approval for the Town Manager to Pursue DOLA Grant

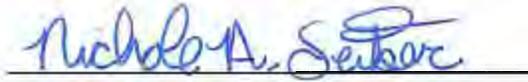
LIQUOR LICENSE AUTHORITY

- Family Dollar-Liquor License Renewal
- Wiggins Super's-Liquor License Renewal
- Motion made by Mayor Pro-Tem Perrott, seconded by Trustee Seiber to approve Liquor License renewals. Roll Call: Unanimously Approved.

ADJOURNMENT

- Closing Remarks by Mayor Franzen. Adjournment of Meeting at 8:12 P.M.

Respectfully submitted by:



Town Clerk/Treasurer, Nichole Seiber



MINUTES OF MEETING
TOWN OF WIGGINS
BOARD OF TRUSTEES SPECIAL MEETING

February 11, 2026 at 7:50 P.M.

CALL TO ORDER & ROLL CALL

A meeting of the Town Board of Trustees for the Town of Wiggins, Colorado was held on Wednesday, February 11, 2026. Mayor Chris Franzen called the meeting to order at 7:50 P.M. The following answered roll call: Mayor Pro-Tem Steven Perrott, and Trustees: Bruce Miller, Michael Seiber, Steven Klecka, and Angie Leist. Trustee Robert McKeighan was absent. Staff present were: Nichole Seiber, Town Clerk/Treasurer.

APPROVAL OF THE AGENDA

- Motion made by Trustee Miller, seconded by Mayor Pro-Tem Perrott. Roll Call: Unanimously Approved.

EXECUTIVE SESSION

- For the purpose of Executive session to discuss with the Town Water Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) regarding the Glassey Project.
- Motion made by Mayor Pro-Tem Perrott, seconded by Trustee Miller. Roll Call: Unanimously Approved.

Respectfully submitted by:


Town Clerk/Treasurer, Nichole Seiber

INCIDENT ANALYSIS - DAY

Date 02/22/2026

Time 9:05:02AM

Report CFS03

Agency Wiggins Police Dept.

Dates 02/01/2026 Thru 02/22/2026

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
Agency: WPD Wiggins Police Dept.								
01100 Fraud	0	0	1	0	0	0	0	1
01400 Vandalism/crim Mischf	0	1	0	0	0	0	0	1
02415 Domestic Violence	0	1	0	0	0	0	0	1
02671 Dog At Large	2	0	0	0	0	0	1	3
02700 Susp Pers/veh/inc	0	0	0	1	0	3	0	4
03000 Community Policing	0	0	0	0	1	0	0	1
03010 Assist Other Agency	0	2	0	0	0	2	0	4
03050 Escort	2	0	0	0	0	2	0	4
03070 Keep The Peace	0	3	1	0	0	0	0	4
03080 Medical Assist	0	0	0	0	1	0	0	1
03100 Welfare Check	0	0	0	1	0	0	0	1
03120 Extra Patrol	2	0	0	4	9	2	6	23
03540 Traffic Accident	0	0	0	1	0	0	0	1
03600 Driving Complaint	0	0	0	0	1	0	0	1
03680 Warrant Attempt/arrest	0	0	0	1	0	0	0	1
03750 Meet Party	2	1	0	1	0	1	0	5
03760 Information	0	0	1	1	1	0	0	3
03770 Return Phone Call	0	1	1	1	0	0	0	3
04000 Alarm	0	1	0	0	1	0	0	2
07410 Disturbance	1	0	0	0	0	0	0	1
07520 Motorist Assist	0	0	0	0	1	0	0	1
07530 Traffic Contact	5	0	1	2	1	1	9	19
07531 Pedestrian Contact	0	0	0	0	1	0	0	1
07580 Vehicle Inspection	0	0	0	1	3	1	0	5
07700 Juv Problem	0	0	3	1	0	0	0	4
09001 911-Welfare Check	0	1	1	1	1	0	2	6
09900 Follow Up/Investigation	1	5	2	0	1	2	4	15
09911 Victim Notification	1	0	0	0	0	0	0	1
09917 Special Events	0	0	0	1	0	0	0	1
S2T Safe2Tell	0	0	0	0	1	0	0	1
SEO Select Enforce Off Init	0	2	5	6	6	4	0	23
Wiggins Police Dept. Agency Total	16	18	16	23	29	18	22	142
Total	16	18	16	23	29	18	22	142

TOWN OF WIGGINS - BILLS PAID
FEBRUARY 2026

Vendor Name	Description	Amount Paid
BLUE LIGHTNING	Split Distribution	\$531.53
CASELLE, INC	Support	\$1,664.00
CIRSA	Quarterly Insurance	\$7,259.09
CITY OF FORT MORGAN UTILITIES	Glassey Pump #89 (E)	\$9.77
COLORADO ANALYTICAL LABORATORY	Water Testing	\$2,518.20
DILIGENT	Livestream Manager Essentials	\$4,500.00
DXP	RO Pump	\$10,234.01
GERTGE TECHNOLOGY, LLC	Phone/IT	\$1,493.60
GREAT COPIER SERVICE	Copier Lease	\$478.85
HAYES POZNANOVIC KORVER, LLC	Attorney's fees	\$675.00
JARVIS	Monthly Subscription	\$175.00
JONES IRRIGATION SERVICE	Pavilion Building Heater Install	\$3,969.11
KAUFFMAN PEST & WEED CONTROL	Pest Control	\$425.00
KELLY, PC	Legal Fees	\$4,770.50
LAW OFFICE OF AMY C. PENFOLD LLC	Prosecuting Attorney Fees	\$595.00
M & S ELECTRIC, INC.	RO Plant	\$1,065.56
MID-AMERICAN RESEARCH CHEMICAL	Degreaser, Pro Flex	\$373.04
MILLER & ASSOCIATES	Engineering Services	\$2,040.00
MORGAN COUNTY REA	Street Lights	\$11,534.91
PACHECK, MACEY	Pavilion Signs	\$1,000.00
PROFESSIONAL MANAGEMENT SOLUTIONS	Accountant Services	\$5,515.00
RH WATER & WASTEWATER, INC.	Water/Sewer Contract Operator	\$400.00
RICK STALEY'S PLUMBING & HEAT	Gas Line Repair/Accident on MCR P	\$2,084.48
ROCKY MOUNTAIN PYROTECHNICS GUILD	2026 Dues	\$145.00
RUDY'S G.T.O.	PD Tahoe Tires/Repair	\$885.84
SAFEBUILT LOCHBOX #88135, LLC	Residential Plan Review	\$444.33
STUB'S LLC	PW/PD Fuel/Propane	\$1,594.50
TREATMENT TECHNOLOGY	SEWER	\$2,155.50
UNCC	Utility Locate Notification	\$225.00
WELDON VALLEY DITCH COMPANY	Assessments	\$120.50
WEX FLEET UNIVERSAL	PW/PD Fuel	\$987.15
WIGGINS ELECTRIC INC.	Relay/Transfer Switch/Booster Station	\$12,638.37
WIGGINS FARM AND AUTO SUPPLY	PD/Boom Truck/04 Chevy/Shop	\$180.81
WIGGINS HIGH SCHOOL	Prom Donation	\$500.00
WIGGINS SUPER'S 1846	Employee Appreciation	\$18.49
WOLF WASTE, LLC	Trash Service	\$406.00
XCEL ENERGY	Utilities	\$1,117.44

Approved By:  _____

Date: 02/20/2026

TOTAL: \$84,730.58

TOWN OF WIGGINS
 COMBINED CASH INVESTMENT
 FEBRUARY 28, 2026

COMBINED CASH ACCOUNTS

01-10210	HIGH PLAINS-MAIN CHECKING	184,374.73
01-10211	XPRESS DEPOSIT ACCOUNT	73,359.50
01-10750	UTILITY CASH CLEARING ACCOUNT	(204,159.31)

TOTAL COMBINED CASH	53,574.92
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TOTAL UNALLOCATED CASH	53,574.92
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CASH ALLOCATION RECONCILIATION

TOTAL ALLOCATIONS TO OTHER FUNDS	.00
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ZERO PROOF IF ALLOCATIONS BALANCE	.00
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TOWN OF WIGGINS
BALANCE SHEET
FEBRUARY 28, 2026

GENERAL FUND

LIABILITIES AND EQUITY

LIABILITIES

10-20200	ACCOUNTS PAYABLE	(	37,368.19)	
	TOTAL LIABILITIES		(	37,368.19)

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(	58,740.38)	
	BALANCE - CURRENT DATE	(	58,740.38)	
	TOTAL FUND EQUITY		(	58,740.38)
	TOTAL LIABILITIES AND EQUITY		(	96,108.57)

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
10-30004 GENERAL MISCELLANEOUS	.00	102.00	.00	(102.00)	.0
10-31300 1% TOWN SALES TAX	.00	27,690.38	.00	(27,690.38)	.0
10-31301 USE TAX	90.72	390.72	.00	(390.72)	.0
10-31420 CIGARETTE TAX	105.16	211.49	.00	(211.49)	.0
10-31821 FRANCHISE FEE-XCEL ENERGY	.00	2,825.20	.00	(2,825.20)	.0
10-31823 FRANCHISE FEE--BLUE LIGHTNING	.00	660.00	.00	(660.00)	.0
10-32110 LIQUOR LICENSE (15%)	.00	103.75	.00	(103.75)	.0
10-32210 BUILDING PERMITS	50.00	790.55	.00	(790.55)	.0
10-33430 MISCELLANEOUS FEES	.00	260.94	.00	(260.94)	.0
10-34210 SPECIAL POLICE SERVICES	.00	25.00	.00	(25.00)	.0
10-34215 VIN INSPECTIONS	45.00	130.00	.00	(130.00)	.0
10-34285 BASKETBALL REG FEES	.00	65.00	.00	(65.00)	.0
10-35110 COURT FINES-MUNICIPAL	500.00	2,065.00	.00	(2,065.00)	.0
10-36000 OTHER MISCELLANEOUS REVENUE	.00	1,073.58	.00	(1,073.58)	.0
10-36010 DOG LICENSES/CLINIC	40.00	90.00	.00	(90.00)	.0
10-36011 BUSINESS LICENSES	50.00	350.00	.00	(350.00)	.0
10-36012 CONTRACTOR LICENSES	25.00	200.00	.00	(200.00)	.0
10-36420 REFUNDS	.00	7,233.52	.00	(7,233.52)	.0
10-36501 SPONSORSHIPS	1,500.00	1,500.00	.00	(1,500.00)	.0
10-36505 TEETS PARK PAVILION FEES & DEP	150.00	875.00	.00	(875.00)	.0
TOTAL FUND REVENUE	2,555.88	46,642.13	.00	(46,642.13)	.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENTAL</u>					
10-410-35	239.43	404.14	.00	(404.14)	.0
10-410-41	160.34	395.68	.00	(395.68)	.0
10-410-45	391.10	391.10	.00	(391.10)	.0
10-410-48	.00	135.00	.00	(135.00)	.0
10-410-52	2,685.86	15,449.57	.00	(15,449.57)	.0
10-410-70	1,084.01	2,358.00	.00	(2,358.00)	.0
10-410-90	4,500.00	4,675.00	.00	(4,675.00)	.0
TOTAL GENERAL GOVERNMENTAL	9,060.74	23,808.49	.00	(23,808.49)	.0
<u>ADMINISTRATION DEPARTMENT</u>					
10-411-27	18.49	18.49	.00	(18.49)	.0
TOTAL ADMINISTRATION DEPARTMENT	18.49	18.49	.00	(18.49)	.0
<u>JUDICIAL DEPARTMENT</u>					
10-412-01	595.00	595.00	.00	(595.00)	.0
TOTAL JUDICIAL DEPARTMENT	595.00	595.00	.00	(595.00)	.0
<u>MAYOR & LEGISLATIVE BOARDS</u>					
10-413-70	13.57	27.14	.00	(27.14)	.0
TOTAL MAYOR & LEGISLATIVE BOARDS	13.57	27.14	.00	(27.14)	.0
<u>TREASURER'S OFFICE</u>					
10-415-30	4,770.50	4,770.50	.00	(4,770.50)	.0
TOTAL TREASURER'S OFFICE	4,770.50	4,770.50	.00	(4,770.50)	.0
<u>PLANNING & ZONING</u>					
10-418-41	.00	12.45	.00	(12.45)	.0
10-418-70	40.71	94.99	.00	(94.99)	.0
TOTAL PLANNING & ZONING	40.71	107.44	.00	(107.44)	.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY PROGRAMS</u>					
10-419-00	145.00	145.00	.00	(145.00)	.0
10-419-01	163.48	163.48	.00	(163.48)	.0
10-419-20	500.00	500.00	.00	(500.00)	.0
	808.48	808.48	.00	(808.48)	.0
<u>POLICE DEPARTMENT</u>					
10-421-21	.00	391.55	.00	(391.55)	.0
10-421-28	208.71	208.71	.00	(208.71)	.0
10-421-41	.00	18.68	.00	(18.68)	.0
10-421-43	6.49	6.49	.00	(6.49)	.0
10-421-52	1,814.77	10,438.90	.00	(10,438.90)	.0
10-421-62	548.04	548.04	.00	(548.04)	.0
10-421-70	40.71	135.70	.00	(135.70)	.0
10-421-73	.00	3,093.33	.00	(3,093.33)	.0
	2,618.72	14,841.40	.00	(14,841.40)	.0
<u>BUILDING INSPECTION DEPARTMENT</u>					
10-424-32	444.33	444.33	.00	(444.33)	.0
	444.33	444.33	.00	(444.33)	.0
<u>PUBLIC WORKS & STREETS DEPT</u>					
10-431-20	545.62	545.62	.00	(545.62)	.0
10-431-25	2,084.48	42,721.78	.00	(42,721.78)	.0
10-431-41	22.86	22.86	.00	(22.86)	.0
10-431-45	391.10	391.10	.00	(391.10)	.0
10-431-47	.00	12.45	.00	(12.45)	.0
10-431-48	133.98	244.98	.00	(244.98)	.0
10-431-52	1,306.64	7,516.01	.00	(7,516.01)	.0
10-431-60	1,504.76	1,504.76	.00	(1,504.76)	.0
10-431-61	84.28	84.28	.00	(84.28)	.0
10-431-62	1,982.87	1,982.87	.00	(1,982.87)	.0
10-431-66	425.00	850.00	.00	(850.00)	.0
10-431-70	40.71	135.70	.00	(135.70)	.0
	8,522.30	56,012.41	.00	(56,012.41)	.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARK & RECREATION</u>					
10-451-39 TELEPHONE & INTERNET	.00	12.45	.00	(12.45)	.0
10-451-41 UTILITIES - ELECTRIC	895.20	895.20	.00	(895.20)	.0
10-451-42 PARK BUILDING MAINTENANCE	1,086.73	1,086.73	.00	(1,086.73)	.0
10-451-48 TRASH	239.54	374.54	.00	(374.54)	.0
10-451-62 PARKS & RECREATION PROGRAMS	175.00	350.00	.00	(350.00)	.0
10-451-70 IT SUPPORT	13.57	40.71	.00	(40.71)	.0
10-451-84 BASEBALL	259.20	259.20	.00	(259.20)	.0
10-451-85 BASKETBALL	.00	930.00	.00	(930.00)	.0
TOTAL PARK & RECREATION	2,669.24	3,948.83	.00	(3,948.83)	.0
TOTAL FUND EXPENDITURES	29,562.08	105,382.51	.00	(105,382.51)	.0
NET REVENUE OVER EXPENDITURES	(27,006.20)	(58,740.38)	.00	58,740.38	.0

TOWN OF WIGGINS
 BALANCE SHEET
 FEBRUARY 28, 2026

WATER ENTERPRISE

LIABILITIES AND EQUITY

LIABILITIES

20-20200	ACCOUNTS PAYABLE	(	124,085.71)	
20-22900	CUSTOMER DEPOSIT LIABILITY		1,610.00	
				<u>1,610.00</u>
	TOTAL LIABILITIES	(	122,475.71)	

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(	57,790.34)	
				<u>57,790.34</u>
	BALANCE - CURRENT DATE	(	57,790.34)	
				<u>57,790.34</u>
	TOTAL FUND EQUITY	(	57,790.34)	
				<u>57,790.34</u>
	TOTAL LIABILITIES AND EQUITY	(	180,266.05)	
				<u><u>180,266.05</u></u>

TOWN OF WIGGINS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
20-34002 BULK WATER SALES	.00	350.00	.00	(350.00)	.0
20-36001 RENTAL INCOME	513.00	1,112.00	.00	(1,112.00)	.0
TOTAL FUND REVENUE	513.00	1,462.00	.00	(1,462.00)	.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROFESSIONAL SERVICES</u>					
20-410-31 WATER RIGHTS ACQUIS--LEGAL	675.00	675.00	.00	(675.00)	.0
TOTAL PROFESSIONAL SERVICES	675.00	675.00	.00	(675.00)	.0
<u>OPERATIONS</u>					
20-432-00 LINE MAINTENANCE	538.38	897.52	.00	(897.52)	.0
20-432-05 UTILITY LOCATE EXPENSE	112.50	112.50	.00	(112.50)	.0
20-432-35 COPIER LEASE	119.71	202.07	.00	(202.07)	.0
20-432-37 ANALYTICAL/SAMPLING EXPENSE	1,125.20	1,125.20	.00	(1,125.20)	.0
20-432-40 TELEPHONE & INTERNET	300.66	633.09	.00	(633.09)	.0
20-432-41 UTILITIES-ELECTRIC	5,422.40	5,422.40	.00	(5,422.40)	.0
20-432-45 UTILITIES-GAS	223.49	223.49	.00	(223.49)	.0
20-432-48 TRASH	.00	25.00	.00	(25.00)	.0
20-432-52 INSURANCE AND BONDS	725.91	4,175.57	.00	(4,175.57)	.0
20-432-53 BOOSTER STATION MAINTENANCE	.00	(889.31)	.00	889.31	.0
20-432-56 MAINTENANCE (PLANT) RO	267.41	267.41	.00	(267.41)	.0
20-432-57 TREATMENT/OPERATING SUPPLIES	335.00	335.00	.00	(335.00)	.0
20-432-70 IT SUPPORT	893.86	1,624.88	.00	(1,624.88)	.0
20-432-76 EMERGENCY SUPPLY VAULT	.00	36,800.00	.00	(36,800.00)	.0
20-432-85 WATER LEASES	120.50	3,920.50	.00	(3,920.50)	.0
20-432-99 OTHER MISCELLANEOUS EXPENSE	191.60	191.60	.00	(191.60)	.0
TOTAL OPERATIONS	10,376.62	55,066.92	.00	(55,066.92)	.0
<u>DEBT SERVICE</u>					
20-471-12 LEASE/PURCHASE PMT-KAMMERER	.00	3,510.42	.00	(3,510.42)	.0
TOTAL DEBT SERVICE	.00	3,510.42	.00	(3,510.42)	.0
TOTAL FUND EXPENDITURES	11,051.62	59,252.34	.00	(59,252.34)	.0
NET REVENUE OVER EXPENDITURES	(10,538.62)	(57,790.34)	.00	57,790.34	.0

TOWN OF WIGGINS
 BALANCE SHEET
 FEBRUARY 28, 2026

SEWER ENTERPRISE

LIABILITIES AND EQUITY

LIABILITIES

30-20200	ACCOUNTS PAYABLE	(	61,672.26)	
	TOTAL LIABILITIES	(	61,672.26)	

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	442,537.67		
	BALANCE - CURRENT DATE	442,537.67		
	TOTAL FUND EQUITY		442,537.67	
	TOTAL LIABILITIES AND EQUITY		380,865.41	

TOWN OF WIGGINS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
30-36002 SALE OF ASSETS	456,673.00	456,673.00	.00	(456,673.00)	.0
TOTAL FUND REVENUE	456,673.00	456,673.00	.00	(456,673.00)	.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROFESSIONAL SERVICES</u>					
30-410-35 COPIER LEASE	119.71	202.05	.00	(202.05)	.0
TOTAL PROFESSIONAL SERVICES	119.71	202.05	.00	(202.05)	.0
<u>SEWER ADMINISTRATION</u>					
30-411-70 IT SUPPORT	893.86	1,624.88	.00	(1,624.88)	.0
TOTAL SEWER ADMINISTRATION	893.86	1,624.88	.00	(1,624.88)	.0
<u>WWTP</u>					
30-431-51 WWTP ENGINEERING & CONTINGENCY	143.86	143.86	.00	(143.86)	.0
TOTAL WWTP	143.86	143.86	.00	(143.86)	.0
<u>OPERATIONS</u>					
30-432-05 UTILITY LOCATE EXPENSE	112.50	112.50	.00	(112.50)	.0
30-432-41 UTILITIES-ELECTRIC	3,490.75	3,490.75	.00	(3,490.75)	.0
30-432-42 TELEPHONE/INTERNET	207.13	446.48	.00	(446.48)	.0
30-432-45 UTILITIES --GAS	111.75	111.75	.00	(111.75)	.0
30-432-48 TRASH	32.48	32.48	.00	(32.48)	.0
30-432-51 ANALYTICAL/SAMPLING EXPENSE	1,393.00	1,393.00	.00	(1,393.00)	.0
30-432-52 INSURANCE AND BONDS	725.91	4,175.57	.00	(4,175.57)	.0
30-432-60 TREATMENT OPERATIONS	2,402.01	2,402.01	.00	(2,402.01)	.0
TOTAL OPERATIONS	8,475.53	12,164.54	.00	(12,164.54)	.0
TOTAL FUND EXPENDITURES	9,632.96	14,135.33	.00	(14,135.33)	.0
NET REVENUE OVER EXPENDITURES	447,040.04	442,537.67	.00	(442,537.67)	.0

TOWN OF WIGGINS
BALANCE SHEET
FEBRUARY 28, 2026

SALES TAX CAPITAL IMPROVEMENT

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	18,942.72		
BALANCE - CURRENT DATE		18,942.72	
TOTAL FUND EQUITY			18,942.72
TOTAL LIABILITIES AND EQUITY			18,942.72

TOWN OF WIGGINS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

SALES TAX CAPITAL IMPROVEMENT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>						
40-31300	1% TOWN SALES TAX	.00	27,690.38	.00	(27,690.38)	.0
	TOTAL FUND REVENUE	.00	27,690.38	.00	(27,690.38)	.0

TOWN OF WIGGINS
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

SALES TAX CAPITAL IMPROVEMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL PROJECTS</u>					
40-430-85 CAPITAL OUTLAY	.00	8,747.66	.00	(8,747.66)	.0
TOTAL CAPITAL PROJECTS	.00	8,747.66	.00	(8,747.66)	.0
TOTAL FUND EXPENDITURES	.00	8,747.66	.00	(8,747.66)	.0
NET REVENUE OVER EXPENDITURES	.00	18,942.72	.00	(18,942.72)	.0

TOWN OF WIGGINS
 BALANCE SHEET
 FEBRUARY 28, 2026

SALES TAX STREETS

LIABILITIES AND EQUITY

LIABILITIES

45-20200	ACCOUNTS PAYABLE	(	89,138.97)
	TOTAL LIABILITIES	(	89,138.97)

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	19,465.88	
	BALANCE - CURRENT DATE	19,465.88	
	TOTAL FUND EQUITY		19,465.88
	TOTAL LIABILITIES AND EQUITY		(69,673.09)

TOWN OF WIGGINS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

SALES TAX STREETS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>						
45-31300	1% TOWN SALES TAX (2022)	.00	27,690.38	.00	(27,690.38)	.0
	TOTAL FUND REVENUE	.00	27,690.38	.00	(27,690.38)	.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2026

SALES TAX STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 431</u>					
45-431-22 REPAIRS & MAINTENANCE-STREETS	.00	6,749.50	.00	(6,749.50)	.0
45-431-24 SNOW REMOVAL	.00	1,475.00	.00	(1,475.00)	.0
TOTAL DEPARTMENT 431	.00	8,224.50	.00	(8,224.50)	.0
TOTAL FUND EXPENDITURES	.00	8,224.50	.00	(8,224.50)	.0
NET REVENUE OVER EXPENDITURES	.00	19,465.88	.00	(19,465.88)	.0

TOWN OF WIGGINS
BALANCE SHEET
FEBRUARY 28, 2026

CONSERVATION TRUST

LIABILITIES AND EQUITY

LIABILITIES

50-20200	ACCOUNTS PAYABLE	(	185.50)
	TOTAL LIABILITIES	(	185.50)
	TOTAL LIABILITIES AND EQUITY	(	185.50)



**STAFF SUMMARY
BOARD OF TRUSTEE MEETING
FEBRUARY 25, 2026**

DATE: February 20, 2026

AGENDA ITEM NUMBER: 5

TOPIC: Consideration of Resolution 05-2026 A Resolution Approving a Professional Services Agreement with SAFEbuilt Colorado, LLC

Staff Member Responsible: Craig Miller, Town Manager

BACKGROUND:

Professional Services Agreement has been proposed with SAFEbuilt Colorado, LLC for the provision of plan review, building inspection, permit technician, and planning and zoning consultation services.

SUMMARY:

Board of Trustees desires to approve the agreement.

FISCAL IMPACT:

This action will have no impact on the Town's adopted budget.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

Entering into a Professional Services Agreement for plan review, building inspection, permit technician, and planning and zoning consultation services directly advances the Town's core objective of providing safe, efficient, and well-managed development services to residents.

These services ensure that construction complies with applicable building codes and land use regulations, protecting public health, safety, and welfare. Timely plan review and inspections support safe residential and commercial growth, while permit technician services improve customer service by facilitating efficient application processing and clear communication with applicants.

Planning and zoning consultation strengthens regulatory consistency and helps guide orderly development consistent with the Town's comprehensive plan and community vision.

Overall, the agreement supports the Town’s goals of safeguarding residents, promoting responsible growth, maintaining regulatory compliance, and delivering responsive, efficient municipal services.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

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

MOTION FOR APPROVAL:

I make the motion to approve Resolution 05-2026 – A Resolution Approving a Professional Services Agreement with SAFEbuilt Colorado, LLC.

ACTION REQUESTED:

Motion, Second, Roll-Call Vote.

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF WIGGINS, COLORADO
AND SAFEbuilt COLORADO, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between Town of Wiggins, Colorado (“Municipality”) and SAFEbuilt Colorado, LLC, a wholly owned subsidiary of SAFEbuilt, LLC (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant’s standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

- a. Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination. All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.
- b. In addition to the foregoing, either Party may terminate this Agreement for material breach or default of this Agreement by the other Party not caused by any action or omission of the other Party by giving the other Party written notice at least ten (10) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

7. TABOR

It is understood and acknowledged that Municipality is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of Municipality are expressly dependent and conditioned upon the continuing availability of funds beyond the term of Municipality's current fiscal period ending upon the next succeeding December 31.

8. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

9. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

10. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially

same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

11. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

12. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

13. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from

and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality. Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

14. LIMITS OF LIABILITY

IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, THE INDEMNIFICATION OBLIGATIONS IN SECTION 13, AND DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT.

15. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.

- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

16. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

17. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability with respect to (i) the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

18. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to the Materials in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Materials as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Materials and record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

19. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

20. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

21. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who supervised or managed the Service Providers; provided, however, this Section shall not apply where an employee of Consultant seeks employment with the Municipality in response to a public advertisement unless the Municipality has directly solicited an application from such employee. Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100% of the employee's annual salary including bonus and training certification.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:

Craig Miller, Town Manager
Town of Wiggins, Colorado
304 E Central Ave
Wiggins, CO 80654
Email: craig.miller@wigginsco.gov

If to Consultant:

Joe DeRosa, CRO
SAFEbuilt, LLC
444 North Cleveland, Suite 444
Loveland, CO 80537
Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not

constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Colorado, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement 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.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word

herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

34. GOVERNMENTAL IMMUNITY

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

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt Colorado, LLC

Town of Wiggins, Colorado

By: _____

By: _____

Name: Matthew K. Causley

Name: Chris Franzen

Title: Chief Operating Officer

Title: Mayor

Date: January 29, 2026

Date: _____

Attest: _____
Nichole Seiber, Town Clerk

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EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Inspection Services (Based on the Adopted Building Codes)

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience
- ✓ Perform code compliance inspections to determine that construction complies with approved plans and adopted building codes
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

Plan Review Services (Based on the Adopted Building Codes)

- ✓ Provide plan review services electronically
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicants after the review is complete

As-Requested Remote Permit Technician Services

- ✓ Municipality is under no obligation to use these services, available upon Municipality request
- ✓ Provide qualified individuals to perform the functions of this position remotely
- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Provide customer service as necessary
- ✓ Answer questions concerning the building process and requirements at the counter or over the phone
- ✓ Form and maintain positive relationships with Municipal staff and maintain a professional image
- ✓ Determine permit fees, if requested
- ✓ Work with Municipal Clerk to facilitate public records requests, if requested
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Act as an office resource to inspectors in the field
- ✓ Process applications for Municipal Boards and Commissions – if requested
- ✓ Provide input, tracking and reporting to help increase efficiencies

As-Requested Planning and Zoning Consultation

- ✓ Municipality is under no obligation to use these services, available upon Municipality request
- ✓ Review of Building Permits for Zoning Code compliance
- ✓ Review of zoning applications and site plans
- ✓ Preparation of staff reports and recommendations to planning commission and elected officials
- ✓ Training programs for Planning Commission and Appeals Board
- ✓ Preparation of zoning code amendments
- ✓ Updates to the zoning code and other land development regulations
- ✓ Preparation of new master plan
- ✓ Preparation of special studies (subarea plans, corridor studies, etc.)

2. MUNICIPAL OBLIGATIONS

- Municipality will issue permits and collect all fees in accordance with the adopted fee schedule and regulations in the adopted building codes.
- Municipality will intake plans and related documents for submission to Consultant to then be received electronically

3. TIME OF PERFORMANCE

- Consultant will perform Services during normal business hours excluding Municipal holidays
- Services will be performed on an as-requested basis
- Consultant representative(s) will be available by phone and email

Deliverables			
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	- Residential within	7 business days	5 business days
	- Tenant Improvements within	10 business days	7 business days
- Commercial within	10 business days	7 business days	

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”). Such increases shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services (Building and Electrical Permit Fees) <ul style="list-style-type: none"> • Building, Mechanical, Plumbing, Electrical, and others as adopted. 	70% of Municipal Permit Fee as established by ordinance or resolution
Plan Review Services (Plan Review Fees) <ul style="list-style-type: none"> • Residential and Non-Residential 	70% of Municipal Plan Check Fee as established by ordinance or resolution
Other Building Services Related Fees Collected as approved by the Town.	70% of Municipal Plan Check Fee as established by ordinance or resolution
Building Official Services	Included in percentage of fees above
Town Funded Projects Fee	50% of Municipal Permit Fee as established by ordinance or resolution
On-site meeting with clients	Included in percentage of fees above
Non-Profit Organization Fee	Match fees waived by Municipality
As-Requested Services	
Structural Engineering Plan Review	\$185.00 per hour – one (1) hour minimum
Remote Permit Technician Service	\$85.00 per hour
After Hours/Emergency Inspection Services	\$150.00 per hour – two (2) hour minimum
Community Development Director	\$190.00 per hour – one (1) hour minimum
Planning Manager	\$170.00 per hour – one (1) hour minimum
Project Manager	\$170.00 per hour – one (1) hour minimum
Principal Planner	\$150.00 per hour – one (1) hour minimum
Senior Planner	\$135.00 per hour – one (1) hour minimum
Associate Planner II	\$120.00 per hour – one (1) hour minimum
Associate Planner I	\$100.00 per hour – one (1) hour minimum
Planning Technician	\$80.00 per hour – one (1) hour minimum
Planning - Mileage for in person meetings will be charged at the effective standard federal rate at the time of meeting.	\$80.00 per hour – one (1) hour minimum
Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site plus 45 minutes. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	
Community Core software provided at no cost to the Town. The work product is property of the Municipality and can be exported if needed at no cost should agreement expire in any form.	

EXHIBIT C – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.

2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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**TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 05-2026**

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SAFEUILT COLORADO, LLC

WHEREAS, a Professional Services Agreement has been proposed with SAFEuilt Colorado, LLC for the provision of plan review, building inspection, permit technician, and planning and zoning consultation services; and

WHEREAS, the Board of Trustees desires to approve such Agreement.

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

Section 1. The Board of Trustees hereby approves the Professional Services Agreement by and between the Town and SAFEuilt Colorado, LLC (the "Agreement") in substantially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the Town, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Agreement are not altered.

INTRODUCED, ADOPTED AND RESOLVED THIS 25th DAY OF FEBRUARY, 2026.

TOWN OF WIGGINS, COLORADO

Chris Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk



STAFF SUMMARY
BOARD OF TRUSTEE MEETING
FEBRUARY 25, 2026

DATE: February 20, 2026

AGENDA ITEM NUMBER: 6

TOPIC: Consideration of Resolution 06-2026 A Resolution Approving an Engagement Letter with Hayes Poznanovic Korver LLC for Water Attorney Legal Services

Staff Member Responsible: Craig Miller, Town Manager

BACKGROUND:

Hayes Poznanovic Korver LLC has provided water attorney legal services for the Town for a number of years and a new engagement letter has been proposed for such services.

SUMMARY:

Board of Trustees desires to approve the engagement letter.

FISCAL IMPACT:

This action will have no impact on the Town's adopted budget.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

Ongoing legal counsel helps protect and administer the Town's water rights—often one of its most valuable assets—under Colorado's prior appropriation system and the Colorado Water Right Determination and Administration Act. This ensures the Town can defend its decrees, pursue changes of use, and maintain a reliable water supply.

Continued representation also supports regulatory compliance, reduces legal risk, and promotes fiscal responsibility. The attorney's institutional knowledge increases efficiency and avoids unnecessary duplication of effort.

Overall, the engagement advances the Town's goals of delivering dependable water service, protecting public resources, ensuring legal compliance, and supporting orderly growth.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

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

MOTION FOR APPROVAL:

I make the motion to approve Resolution 06-2026 – A Resolution Approving an Engagement Letter with Hayes Poznanovic Korver LLC for Water Attorney Legal Services.

ACTION REQUESTED:

Motion, Second, Roll-Call Vote.

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

HAYES POZNANOVIC KORVER LLC

ATTORNEYS AT LAW

700 17TH STREET, SUITE 1800
DENVER, COLORADO 80202

TELEPHONE (303) 825-1980

FACSIMILE (303) 825-1983

February 3, 2026

VIA EMAIL ONLY

Craig Miller
Town of Wiggins
Craig.miller@wigginsco.gov

Re: Fee Agreement for Representation

Dear Craig:

Thank you for selecting Hayes Poznanovic Korver LLC to provide legal services. The purpose of this letter is to confirm the terms and conditions of the representation. Our scope of work includes providing legal representation regarding current agreed upon projects and other matters that may arise. We appreciate having the opportunity to assist you with these matters and look forward to providing additional services in the future.

We presently know of no conflicts of interest that would preclude our representation in this matter. Under the Colorado Rules of Professional Conduct, we cannot undertake representation of multiple clients if there is a significant risk that the representation of such clients will be materially limited by the firm's responsibilities to each client. This agreement is subject to our ethical obligations with respect to conflicts of interest that may arise in the future. Descriptions of our law firm and lawyers can be viewed on our website: www.hpkwatlaw.com.

Our fees are based on the actual amount of time spent by our attorneys, paralegals and law clerks in performing legal services, including telephone calls, conferences, travel, court appearances, research, investigation, and preparing letters, pleadings, briefs, agreements and other documents. My current hourly billing rate on this matter is \$255 per hour; member attorneys: \$255 per hour; John Buchanan: \$240 per hour; and \$110 per hour for paralegals. These rates may be modified periodically upon prior notice, which adjustment typically occurs at the beginning of each year. Bills will be based on the time actually incurred, billed in tenth of an hour increments. Services rendered prior to the date of this letter are subject to the terms of this letter. I will be the primary attorney, with assistance from our other lawyers and our paralegals as necessary.

In addition to charging fees for legal work, we also charge for certain out-of-pocket costs incurred by us in the course of our representation. Charges for expenses such as in-office copying, postage, deliveries made by in-house staff, filing fees, service of process fees, transcript and deposition fees, overnight delivery service charges, conference calls, travel, mileage, meals, hotel accommodations, expert witnesses, and investigative fees, will be billed separately. We may require that you pay the party providing those services directly or that you advance to us the estimated amount for such items prior to our incurring those expenses on your behalf.

The total price of legal services cannot be precisely determined due to the variable nature of legal work. Time spent by lawyers, paralegals, and staff plus expenses will determine the total price. Hourly rates are set forth elsewhere. Total price will vary monthly depending on matter needs and progress.

We will bill for our services on a monthly basis at the email address set forth above, or such other address that you may designate. You agree to make payment within 30 days of receipt of our statement. We reserve the right to suspend performing services and to promptly move to withdraw from any litigation matter upon a failure to timely pay a bill. You will be responsible for any costs of collection incurred by our firm, including reasonable attorneys' fees. If you fail to make a payment when due, at our option, we may charge a late fee on past due amounts at 18% per annum.

You shall at all times have the right to terminate our firm's services upon written notice. Our firm shall at all times have the right to terminate our representation upon written notice, if you do not pay our fees, if we determine that our continued representation would be unethical or inappropriate, or if we have another reasonable basis for termination consistent with our professional duties.

You may, upon reasonable request and payment of costs, receive the originals or copies of all files related to our representation, other than the personal work product of our attorneys and staff, and documents obtained from or prepared for a third party, which remain the property of the firm. We may retain copies of documents in our files for any purpose that is consistent with our professional obligations. Please be aware that it is our policy that we may destroy client files after we close such files upon completion of each matter. This file destruction procedure is automatic and you will not receive further notice prior to the destruction of these files. Accordingly, we advise you to maintain its own files relating to the matters that we are handling.

It is a special privilege to work with you.

Sincerely,

HAYES POZNANOVIC KORVER LLC

Matthew S. Poznanovic

Matthew S. Poznanovic

ACCEPTED and AGREED TO this ____ day of _____, 2026.

Craig Miller
Town of Wiggins

**TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 06-2026**

A RESOLUTION APPROVING AN ENGAGEMENT LETTER WITH HAYES POZNANOVIC KORVER LLC FOR WATER ATTORNEY LEGAL SERVICES

WHEREAS, Hayes Poznanovic Korver LLC has provided water attorney legal services for the Town for a number of years; and

WHEREAS, a new engagement letter has been proposed for such services; and

WHEREAS, the Board of Trustees desires to approve the engagement letter.

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

Section 1. The Board of Trustees hereby approves the engagement letter with Hayes Poznanovic Korver LLC for water attorney legal services in substantially the same form as the copy of such letter accompanying this Resolution.

Section 2. The Town Manager is hereby authorized to execute the engagement letter on behalf of the Town.

INTRODUCED, ADOPTED AND RESOLVED THIS 25th DAY OF FEBRUARY, 2026.

TOWN OF WIGGINS, COLORADO

Chris Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk



**STAFF SUMMARY
BOARD OF TRUSTEE MEETING
FEBRUARY 25, 2026**

DATE: February 20, 2026

AGENDA ITEM NUMBER: 7

TOPIC: Consideration of Resolution 07-2026 A Resolution Approving a Consulting Agreement with Retail Strategies LLC

Staff Member Responsible: Craig Miller, Town Manager

BACKGROUND:

Town has discussed entering an agreement to provide consulting services with Retail Strategies, LLC for the provision of retail recruitment services.

SUMMARY:

Board of Trustees desires to approve such agreement.

FISCAL IMPACT:

This action will have no impact on the Town's adopted budget as it has been budgeted for this year.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

Entering into an agreement for retail recruitment services directly supports the Town's objectives of strengthening the local economy and enhancing services available to residents.

Targeted retail recruitment helps attract businesses that meet identified community needs, expand shopping and dining options, and reduce retail leakage to neighboring communities. This improves residents' access to goods and services locally, enhancing quality of life and convenience.

In addition, new retail development broadens the Town's sales tax base, generating revenue to support essential municipal services, including public safety, infrastructure, parks, and community programs. By promoting sustainable economic growth and diversifying revenue sources, the agreement advances the Town's goals of fiscal stability, service enhancement, and long-term community vitality.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

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

MOTION FOR APPROVAL:

I make the motion to approve Resolution 07-2026 – A Resolution Approving a Consulting Agreement with Retail Strategies LLC.

ACTION REQUESTED:

Motion, Second, Roll-Call Vote.

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

**AGREEMENT TO PROVIDE
CONSULTING SERVICES**

This Agreement to Provide Consulting Services (this “Agreement”) sets forth the mutual understanding of the Town of Wiggins, Colorado (the “Client”) and Retail Strategies, LLC, an Alabama limited liability company (the “Consultant”) on this _____ day of _____ 2026 (the “Execution Date”), for the provision of professional consulting services as more fully set forth below.

R E C I T A L S:

The Consultant possesses professional skill and experience providing professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. CONSULTING SERVICES. The Consultant agrees to provide the following professional services to the Client as detailed in Exhibit A (a copy of which is attached hereto and incorporated herein by reference) (the “Services”):

2. TERM. The Consultant’s engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant’s engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the “Term”) unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. CONSULTING FEE.

A. Consulting Fee. In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the “Consulting Fee”). The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year One	Upon execution of this agreement	\$50,000
Year Two	On or before the 1st anniversary of the Execution Date	\$50,000

Year Three	On or before the 2 nd anniversary of the Execution Date	\$50,000
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B. Payment Default. If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services identified in Exhibit A. Additionally, from the date due until paid, the delinquent amount shall bear interest at the rate of one and one-half percent (1.5%) per month. If Consultant shall engage an attorney to collect any unpaid amount due hereunder, or institutes legal action to enforce the provisions of this Agreement, Consultant shall be entitled to receive from Client, in addition to such unpaid amount plus interest, a reasonable attorney fee and all expenses incurred by Consultant as awarded by a court of competent jurisdiction.

C. Non-Appropriation. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Client within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Client under this Agreement are subject to annual budgeting and appropriation by the Wiggins Board of Trustees, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

4. CLIENT INFORMATION AND ACCESS.

A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports, and other information (including any information specified in the Consultant’s proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant’s scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

B. To facilitate such access and Consultant’s delivery of the Services, the Client designates the Town Manager (the “Client Representative”), currently Craig Miller. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative’s communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants’ activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it

contemplates and (ii) to execute and deliver on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. **INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions, or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. **TERMINATION.**

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.
- B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to commence and continue to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.
- D. **By the Consultant Upon the Client's Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to commence and continue to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: Town of Wiggins, Colorado
304 Central Avenue
Wiggins, CO 80654
Attn: Craig Miller, Town Manager, craig.miller@wigginsco.gov

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: contracts@retailstrategies.com
Fax: (205) 313-3677
Attention: Scott vonCannon

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. INDEPENDENT CONTRACTOR. The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees. **The Consultant is not entitled to workers' compensation benefits or unemployment benefits from the Client, and the Consultant is obligated to pay federal and state income tax on money earned pursuant to this Agreement, if applicable.**

9. INSURANCE

- A. The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth below. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Client. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
- a. Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
 - b. General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.

- c. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the Client under this contract.
 - d. If the Services include the performance of professional services (e.g., architect, engineer, accountant, attorney), Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- B. The Consultant's general liability insurance and automobile liability insurance shall be endorsed to include the Town of Wiggins, and its elected and appointed officers and employees, as additional insureds, unless the Client in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Client, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- C. Certificates of insurance shall be provided by the Consultant upon request as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect.
- D. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Client may immediately terminate the contract.

10. INDEMNIFICATION. To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Client, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the Client or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Client. Other than for third-party claims for death, bodily injury, or damage to real property solely caused by Consultant, notwithstanding anything to the contrary, Consultant's maximum liability for defense, indemnity,

or for holding City harmless from any claim shall not exceed the policy limits of the applicable insurance policies Consultant is required to hold pursuant to Section 9. Consultant's indemnification obligations under this Agreement shall in no way be limited by the limitation on amount or type of damages, compensation or benefits payable by or for Consultant under any workers' compensation act, employer liability act, disability act, or other employee benefit act.

11. **STANDARD TERMS.**

- A. **Affiliated Services:** Client acknowledges that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services. In no event will the Client be responsible for any such fees, to the extent they are earned pursuant to this paragraph.
- B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.
- C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.
- D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- G. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- I. **Limitation on Liability; Sole Remedy:** Except with respect to the indemnification obligations in Section 10, each party's liability to the other party arising out of or related

to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure, and refund provisions of Section 6(B) of this Agreement.

- J. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- K. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- L. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- O. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- P. **Survival:** Section 5, Section 10, and Section 11(H) will survive termination of this Agreement.
- Q. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Executed Date.

CLIENT:

TOWN OF WIGGINS, COLORADO

By: _____

Name:

Title:

Date:

CONSULTANT:

RETAIL STRATEGIES, LLC

By: _____

Name:

Title:

Date:

EXHIBIT A
RETAIL RECRUITMENT

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the “consultant”) will provide to the Town of Wiggins, Colorado (the “client”).

A. RESEARCH

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
5. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
6. Identification of at minimum 30 retail prospects to be targeted for recruitment
7. Updates provided on retail industry trends
8. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. REAL ESTATE ANALYSIS

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Active outreach to local brokers and landowners

C. RETAIL RECRUITMENT

1. Retail recruitment plan delivered to client summarizing all customized analytics, target zones for real estate and retail categories for recruitment focus.
2. Pro-active retail recruitment for targeted zones
3. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
4. Updates on new activity will be provided to Client’s designated primary point of contact via Basecamp, telephone, or email on a monthly and/or as needed basis
5. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
6. Conference representation- updates provided according to the yearly conference schedule

EXHIBIT A
(Continued)

II. CLIENT AGREEMENT

This section outlines what the Town of Wiggins, Colorado (the “Client”) will provide for Retail Strategies (the “Consultant”).

A. Point of Contact

1. One individual shall be specifically designated by Client and identified to Consultant as the primary point of contact (“POC”)
2. POC will be responsible for regular communications between Client and Consultant
3. POC will be responsible for communicating all of Consultants updates and activities to Client as necessary
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision making community leaders
5. POC will be competent to aid Consultant in navigation of local political landscape
6. POC will have access to Basecamp and will post messages and on –going local updates in a timely manner

B. Information and Material Requested by Consultant:

1. Consultant will provide POC with no less than 3 business days’ notice before materials and other information are needed
2. Client/ POC understands that Consultant’s ability to stay on schedule will depend on receiving requested information by the requested deadline
3. Client/ POC will provide consultant with ongoing updates related to retail growth and development, including but not limited to: (i) businesses that open, close, or rumors associated, as such; (ii) changes in economic drivers (i.e. significant increase or decrease in employees for major employment, school enrollments, housing or medical); (iii) new ownership of real estate or changes in the owner’s personal situation that may affect willingness to sell property
4. Client/ POC will inform Consultant of plans to attend ICSC conferences providing ample time to assist in planning

C. Information and Material Requested by Client:

1. POC will provide Consultant with no less than 3 business days’ notice before a full update is needed
2. Client/ POC understand the confidentiality of communication containing retailer specific information and will notify Consultant before sharing such information publicly

**TOWN OF WIFGGINS, COLORADO
RESOLUTION NO. 07-2026**

A RESOLUTION APPROVING A CONSULTING AGREEMENT WITH RETAIL STRATEGIES LLC

WHEREAS, an Agreement to Provide Consulting Services has been proposed between the Town and Retail Strategies, LLC for the provision of retail recruitment services; and

WHEREAS, the Board of Trustees desires to approve such Agreement.

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

Section 1. The Board of Trustees hereby approves the Agreement to Provide Consulting Services between the Town and Retail Strategies, LLC (the "Agreement") in substantially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the Town, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Agreement are not altered.

INTRODUCED, ADOPTED AND RESOLVED THIS 25th DAY OF FEBRUARY, 2026.

TOWN OF WIGGINS, COLORADO

Chris Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk



**STAFF SUMMARY
BOARD OF TRUSTEE MEETING
FEBRUARY 25, 2026**

DATE: February 20, 2026

AGENDA ITEM NUMBER: 8

TOPIC: Consideration of Resolution 08-2026 A Resolution Approving an Assignment and Assumption Agreement with Merrick & Company

Staff Member Responsible: Craig Miller, Town Manager

BACKGROUND:

Town previously entered into an agreement with Miller & Associates dated June 18, 2025 for engineering services and the engineer serving as the Town's project manager has accepted a position with Merrick & Company.

SUMMARY:

Board of Trustees believes it is necessary and appropriate to assign the agreement to Merrick & Company to ensure continuity of service for Town projects.

FISCAL IMPACT:

This action will have no impact on the Town's adopted budget.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

Assigning the existing June 18, 2025, engineering agreement with Lauren Benton from Miller & Associates to Merrick & Company directly supports the Town's objective of delivering efficient and reliable services to residents.

While serving as the Town's project manager, Lauren has developed detailed knowledge of ongoing capital projects, infrastructure priorities, budgets, and schedules. Allowing the agreement to be assigned preserves continuity, avoids project delays, and minimizes transition costs associated with onboarding a new firm unfamiliar with Town systems and standards.

This approach promotes operational efficiency, protects prior investments in project planning and design, and reduces the risk of disruption to critical public improvements. In turn, it supports

the Town's goals of timely project delivery, responsible use of public funds, and consistent, high-quality service to the community.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

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

MOTION FOR APPROVAL:

I make the motion to approve Resolution 08-2026 – A Resolution Approving an Assignment and Assumption Agreement with Merrick & Company.

ACTION REQUESTED:

Motion, Second, Roll-Call Vote.

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

Assignment and Assumption Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into this _____ day of _____ 2026 (the "Effective Date"), by and among Miller & Associates ("Miller"), Merrick & Company ("Merrick"), and the Town of Wiggins ("Client") (each a "Party")(collectively, the "Parties").

R e c i t a l s

Miller and Client are parties to that certain:

Agreement By and Between the Town of Wiggins and Miller & Associates , Consulting Engineers, P.C. for Consulting Services (the "Contract"), dated June 18, 2025.

The assignment of the Contract from Miller to Merrick is subject to Client's consent.

In consideration of the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, consent to assignment of the Contract is given as follows:

1. **Assignment.** Miller hereby assigns all of its rights, entitlements and interests in, to and under the Contract (collectively, the "Assigned Rights") as of the Effective Date and delegates all of its duties, obligations, liabilities and responsibilities under the Contract (collectively, the "Assigned Obligations"), to Merrick.
2. **Assumption.** As of the Effective Date, Merrick hereby accepts the assignment of the Assigned Rights and hereby assumes all of the Assumed Obligations.
3. **Consent.** Client consents to Miller's assignment of the Assigned Rights to Merrick effective as of the Effective Date, and accepts Merrick as the party to perform the Assumed Obligations of Miller under the terms of the Contract.
4. **Further Actions.** Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of another Party hereto, such further instruments of transfer and assignment and to take such other action as such other Party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.
5. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any choice of law or conflict provision or rule (whether of such state or any other jurisdiction) that would cause the laws of any other jurisdiction to be applied.
6. **Due Authorization.** Each Party hereby represents and warrants to the others that the execution, delivery and performance hereof by it are within its corporate powers, and have been duly authorized by all necessary corporate or other action and that this Agreement constitutes its legal, valid and binding obligation.
7. **Counterparts/Electronic Signature.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be exchanged electronically or stored electronically as a photocopy (such as in .pdf format). The Parties agree such electronically exchanged or stored copies will be enforceable as original documents and consent to the use of electronic and/or digital signatures for the execution of this Agreement and further agree the use of electronic and/or digital signatures will be binding, enforceable and admissible into evidence in any dispute regarding this Agreement.
8. **Entire Agreement/Amendments.** This Agreement comprises the entire agreement between the Parties with respect to the subject matter hereof, and there are no other agreements, understandings, conditions, or representations, oral or written, expressed or implied, relating to the subject matter hereof, that are not merged into this Agreement or superseded by it. No amendment to this Agreement will be valid unless made in writing and signed by authorized representatives of all Parties.

9. Status of Contract. The Contract is in full force and effect, and is attached to this Agreement (with all amendments, if any) as Attachment A. To the best of all parties knowledge, no party is in default under the Contract, no fees have been paid in advance, and retainage (if any) is set forth above. The parties understand that Miller's professional liability insurance will cease on the Effective Date with regard to the Contract, and Merrick will assume such responsibility and necessary coverage as of the Effective Date. Miller will directly bill the Client for all fees and expenses incurred under the Contract prior to the Effective Date, with Merrick taking over such billing thereafter. The Contract will maintain the same fees, and contract amount and all other terms owed upon the assignment. Merrick and/or the Client shall not adjust the terms of the Contract thereafter with respect to any amounts owed to Miller under the Contract, without Miller's written permission.

IN WITNESS WHEREOF, the parties sign this effective as of the date first written above.

Client Name: Town of Wiggins, Colorado

By _____

Title _____

Merrick & Company

By Brandy M. Wilson

Title Brandy Wilson – Water Practice Leader

Digitally signed by Brandy M. Wilson
DN: C=US,
E=brandy.wilson@merrick.com,
O=Merrick & Company,
OU=Infrastructure Engineering - Water, CN=Brandy M. Wilson
Date: 2026.02.05 14:14:33-07'00'

Miller & Associates, Consulting Engineers P.C.

By *Greg C. Miller*

Title PRESIDENT

Attachment A

The Contract

**AN AGREEMENT BY AND BETWEEN THE TOWN OF WIGGINS
AND MILLER & ASSOCIATES, CONSULTING ENGINEERS, P.C.
FOR CONSULTING SERVICES**

1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this “**Agreement**”) is made and entered into this 18 day of JUNE, 2025 (the “**Effective Date**”), by and between the **Town of Wiggins**, a Colorado municipal corporation (the “**Town**”), and **Miller & Associates, Consulting Engineers, P.C.**, a Nebraska corporation (the “**Consultant**”).

2.0 RECITALS AND PURPOSE

- 2.1 The Town desires to engage the Consultant for the purpose of providing on-call engineering services as further set forth in the Consultant’s Scope of Services (the “**Services**”).
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference.

4.0 COMPENSATION

- 4.1 The Town shall pay the Consultant for services under this agreement an amount not to exceed the amounts set forth in **Exhibit A** attached hereto and incorporated herein by this reference. The Town shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services (“**Pre-Approved Expenses**”). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2 The Consultant shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying

by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Consultant shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

5.1 The Town designates the Town Manager as the responsible Town staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by the Town Manager and such person's designees.

5.2 The Consultant designates Lauren Benton as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

6.1 The term of this Agreement shall be from the Effective Date until the Services have been completed, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the Town's requirements.

6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Wiggins Board of Trustees, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required

below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the Town of Wiggins, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Wiggins, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance and automobile liability insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this Agreement.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible.
- 8.2 If the Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of the Consultant's obligation to indemnify and hold harmless the Town may be determined only after the Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the parties, as provided by C.R.S. § 13-50.5-102(8)(c).
- 8.3 The Town shall be entitled to its costs and attorneys' fees incurred in negligent action to enforce the provisions of this Section 8.0.
- 8.4 The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Consultant is an independent contractor and not the agent, employee or servant of the Town, and that:

- 10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the Town.
- 10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the Town.**
- 10.3. Consultant does not have the authority to act for the Town, or to bind the Town in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Town.
- 10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.
- 10.5. The Town will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the Town.
- 10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the Town.
- 10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Consultant will not combine its business operations in any way with the Town's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the Town's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Consultant shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

16.2 This Agreement shall be deemed entered into in Morgan County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising

out of, in connection with, or relating to this Agreement shall be filed in the District Court of Morgan County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Morgan County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile or email transmission, addressed to the party for whom it is intended at the following address:

If to the Town:
Town of Wiggins
Attn: Town Manager
304 Central Ave
Wiggins, CO 80654
Phone: (970) 483-6161
Fax: (970) 483-7364
Email: craig.miller@wigginsco.com

If to the Consultant:

Miller & Associates Consulting Engineers, P.C.
Attn: Lauren Benton
12640 West Cedar Drive, Suite C
Lakewood, CO 80228
lbenton@miller-engineers.com

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Notices by email transmission shall

be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed subcontractor and the description of its services to the Town for approval. The Town will not work directly with subcontractors.

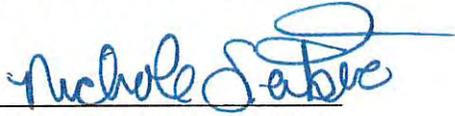
23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

TOWN OF WIGGINS,
a Colorado Municipal Corporation

By: 
Chris Franzen, Mayor

Attest: 
Nichole Seiber, Town Clerk



CONSULTANT:
MILLER & ASSOCIATES, CONSULTING ENGINEERS, P.C.

By: 
Title: Project Manager

Exhibit A – Scope of Services and Fees

Project No. 601-G1-000

Project Name/Location: Town of Wiggins, Colorado

Scope/Intent and Extent of Services:

Provide on-call engineering services for the Town of Wiggins, Colorado (CLIENT). Whereas, the CLIENT desires to employ the CONSULTANT to complete on-call services, that may consist of civil, wastewater and water engineering consulting services, as requested by the CLIENT. Services will be compensated on the basis of scheduled hourly fees and associated non-labor expenses. A separate Agreement will be prepared for larger-scale projects. For the purposes of this Agreement, the hourly fees through 12/31/2025 are as follows:

Description	Rate
Principal Engineer	\$160.00/hour
Project Engineer	\$120.00/hour
Design Engineer	\$105.00/hour
Senior Design Technician	\$ 95.00/hour
Survey Crew	\$135.00/hour
Drone w/Operator	\$135.00/hour
Funding Specialist	\$75.00/hour
Technician/Resident Project Representative	\$90.00/hour
CAD Draftsperson	\$75.00/hour
Mileage	IRS Rate
Reproduction / Shipping Services	@ Cost

Excluded Services: The following services are not included in the scope of work, and (if requested) will be considered Additional Services:

1. Bidding Services
2. Preparation of Storm Water Pollution Prevention Plan, if site encompasses more than 1-acre
3. Construction Administration Services
4. Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services. Rebidding or renegotiating contracts to reduce the contract costs to funds available shall be considered Additional Services.
5. Public infrastructure outside of the proposed lot.
6. Site Survey
7. Legal Survey as required for the acquisition of property
8. Specialty consulting including but not limited to; kitchen design, audio/visual design, security system design, data/telecommunications systems, etc.
9. Preparation of renderings and animations.
10. Lighting and other special features.
11. Furnishing services of A/E's Consultants for other than Basic Services
12. Gas, Telephone, Cable TV, and Electrical Systems Design.
13. Geotechnical Report, related to subsurface investigations. A/E will assist the Owner in procuring these type of services, as a part of Basic Services, if applicable for the project.
14. Phase I and II Environmental
15. Any and all permit or review fees shall be the responsibility of the CLIENT.

**TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 08-2026**

**A RESOLUTION APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT WITH MERRICK
& COMPANY**

WHEREAS, the Town and Miller & Associates. are parties to a Consulting Agreement dated June 18, 2025 for engineering services (the “Agreement”); and

WHEREAS, the engineer serving as the Town’s project manager has accepted a position with Merrick & Company; and

WHEREAS, Miller & Associates has requested that the Town assign the Agreement to Merrick & Company to ensure continuity of service for Town projects; and

WHEREAS, an Assignment and Assumption Agreement has been proposed for this purpose.

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

Section 1. The Board of Trustees hereby approves the Assignment and Assumption Agreement between the Town, Miller & Associates, and Merrick & Company (the “Agreement”) in substantially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the Town, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Agreement are not altered.

INTRODUCED, ADOPTED AND RESOLVED THIS 25th DAY OF FEBRUARY, 2026.

TOWN OF WIGGINS, COLORADO

Chris Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk



STAFF SUMMARY
BOARD OF TRUSTEE MEETING
FEBRUARY 25, 2026

DATE: February 20, 2026

AGENDA ITEM NUMBER: 9

TOPIC: Consideration of Ordinance 01-2026 An Ordinance Amending Chapter 93 of the Wiggins Municipal Code Regarding Street and Sidewalk Closures

Staff Member Responsible: Craig Miller, Town Manager

BACKGROUND:

Town previously adopted Chapter 93 of the Wiggins Municipal Code to regulate the use of streets and sidewalks in the Town.

SUMMARY:

Board of Trustees believes it is necessary and appropriate to amend Chapter 93 to allow the Town Manager to temporarily close streets, roads, alleys, sidewalks, and other public rights-of-way for events.

FISCAL IMPACT:

This action will have no impact on the Town's adopted budget.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

Amending Chapter 93 of the Wiggins Municipal Code to authorize the Town Manager to temporarily close streets, roads, alleys, sidewalks, and other public rights-of-way for events that directly support the Town's objectives of efficient governance, public safety, and community engagement.

Granting administrative authority for temporary closures allows the Town to respond promptly to event needs without unnecessary delay, improving operational efficiency and coordination among public works, law enforcement, and emergency services. This ensures closures are implemented safely and consistently, protecting residents and minimizing disruption.

The amendment also supports community-building activities—such as festivals, parades, and local events—that enhance quality of life and promote economic activity. By streamlining procedures while maintaining oversight and safety standards, the Town advances its goals of

responsive service delivery, responsible management of public infrastructure, and fostering a vibrant community for its residents.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

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

MOTION FOR APPROVAL:

I make the motion to approve Ordinance 01-2026 – An Ordinance Amending Section 70.02 of the Wiggins Municipal Code Concerning Speed Limits Within the Town.

ACTION REQUESTED:

Motion, Second, Roll-Call Vote.

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

TOWN OF WIGGINS, COLORADO
ORDINANCE NO. 01-2026

AN ORDINANCE AMENDING CHAPTER 93 OF THE WIGGINS MUNICIPAL CODE REGARDING STREET AND SIDEWALK CLOSURES

WHEREAS, the Town previously adopted Chapter 93 of the Wiggins Municipal Code to regulate the use of streets and sidewalks in the Town; and

WHEREAS, the Board of Trustees believes it is necessary and appropriate to amend Chapter 93 to allow the Town Manager to temporarily close streets, roads, alleys, sidewalks, and other public rights-of-way for events.

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

Section 1. Chapter 93 of the Wiggins Municipal Code is hereby amended by the addition of a new Section 93.06 to read as follows:

§ 93.06 STREET, ROAD, ALLEY, SIDEWALK CLOSURES.

A. Upon consultation with the Town’s Police Department and Public Works Department, the Town Manager is authorized to close streets, roads, alleys, sidewalks, and other public rights-of-way temporarily for events if the Town Manager determines the proposed closure will not adversely affect the public safety and convenience.

B. The Town Manager may impose reasonable conditions on any such closure to protect the safety of persons and property and to control traffic, including but not limited to:

1. Requiring that traffic cones, barricades, or other traffic control devices be provided, placed, and removed by the event organizer at its expense;
2. Conditions concerning the area of assembly and disbanding of parades, races, or other events occurring along the route;
3. Conditions concerning accommodation of available parking or pedestrian or vehicular traffic, including restricting the event to only a portion of a public right-of-way;
4. Requirements for the arrangement of fire protection, emergency management services, or law enforcement personnel to be present at the event at the event organizer’s expense;

5. Requiring the event organizer to secure the approval of the Colorado Department of Transportation in advance of the event if any portion of the event is on a State highway;

6. A requirement that written notice be provided to property owners in the vicinity of the proposed event site as determined by the Town Manager, including those along roadways impacted by the event;

7. A requirement that the event organizer carry and maintain commercial/general liability insurance naming the Town of Wiggins and its officials and employees as additional insureds; and

8. Requiring the event organizer to pay the Town's reasonable costs associated with event preparation, monitoring, traffic direction, and clean-up.

Section 2. If any portion of this ordinance is held to be invalid for any reason, such decision 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.

Section 3. The repeal or modification of any provision of the Municipal Code of the Town of Wiggins by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 4. 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, AND ORDERED PUBLISHED BY TITLE ONLY THIS 25th DAY OF FEBRUARY, 2026.

TOWN OF WIGGINS, COLORADO

Chris Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk



**STAFF SUMMARY
BOARD OF TRUSTEE MEETING
FEBRUARY 25, 2026**

DATE: February 20, 2026

AGENDA ITEM NUMBER: 10

TOPIC: Consideration of Ordinance 02-2026 An Ordinance Amending Section 70.02 of the Wiggins Municipal Code Concerning Speed Limits Within the Town

Staff Member Responsible: Craig Miller, Town Manager

BACKGROUND:

Town previously adopted by reference the 2024 Edition of the Model Traffic Code for the State of Colorado.

SUMMARY:

Board of Trustees has determined that the portion of the Model Traffic Code concerning speed limits should be amended.

FISCAL IMPACT:

This action will have no impact on the Town's adopted budget.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

Amending the adopted 2024 Edition of the Model Traffic Code for the State of Colorado to reduce the default speed limit from 25 miles per hour to 20 miles per hour directly advances the Town's core objective of protecting public safety.

Lower default speeds are associated with reduced crash frequency and severity, particularly for pedestrians, bicyclists, and children in residential areas. By lowering the speed limit, the Town proactively reduces the risk of serious injury, enhances neighborhood safety, and supports safer multimodal use of public streets.

The amendment also provides clear enforcement standards for law enforcement personnel, strengthening the Town's ability to promote compliance and consistent traffic regulation.

Overall, the change aligns with the Town's goals of safeguarding residents and delivering effective public safety services.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

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

MOTION FOR APPROVAL:

I make the motion to approve Ordinance 02-2026 - An Ordinance Amending Section 70.02 of the Wiggins Municipal Code Concerning Speed Limits Within the Town.

ACTION REQUESTED:

Motion, Second, Roll-Call Vote.

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

**TOWN OF WIGGINS, COLORADO
ORDINANCE NO. 02-2026**

AN ORDINANCE AMENDING SECTION 70.02 OF THE WIGGINS MUNICIPAL CODE CONCERNING SPEED LIMITS WITHIN THE TOWN

WHEREAS, the Board of Trustees previously adopted by reference the 2024 Edition of the Model Traffic Code for the State of Colorado; and

WHEREAS, the Board of Trustees has determined that the portion of the Model Traffic Code concerning speed limits should be amended.

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

Section 1. Section 70.02 of the Wiggins Municipal Code is hereby repealed and reenacted to read as follows:

§ 70.02 AMENDMENTS AND DELETIONS.

The Model Traffic Code, 2024 Edition, is hereby amended as follows:

(A) **Section 1102(2)** is hereby amended to read as follows:

1101. Speed limits.

(2) Except when a special hazard exists that requires a lower speed:

(a) The speed limit upon the streets, highways, and alleys within the Town of Wiggins shall be twenty (20) miles per hour, unless otherwise posted. The streets, highways, and alleys upon which the speed limit is established at speeds higher or lower than twenty (20) miles per hour shall be posted.

(B) **Section 1701** is deleted.

Section 2. If any portion of this ordinance is held to be invalid for any reason, such decision 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.

Section 3. The repeal or modification of any provision of the Municipal Code of the Town of Wiggins by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred

under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 4. 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, AND ORDERED PUBLISHED BY TITLE ONLY this 25th day of FEBRUARY, 2026.

TOWN OF WIGGINS, COLORADO

Chris Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk



STAFF SUMMARY
BOARD OF TRUSTEE MEETING
FEBRUARY 25, 2026

DATE: February 20, 2026

AGENDA ITEM NUMBER: 11

TOPIC: Consideration of Ordinance 03-2026 An Ordinance Amending Chapter 110 of the Wiggins Municipal Code Regarding Business Licenses

Staff Member Responsible: Craig Miller, Town Manager

BACKGROUND:

Town previously adopted Chapter 110 of the Wiggins Municipal Code, which requires businesses operating in Wiggins to apply and pay for a business license on an annual basis.

SUMMARY:

Board of Trustees desires to simplify the licensing process for businesses by eliminating the requirement that the business license be renewed annually.

FISCAL IMPACT:

This action will have a negative impact on the Town's adopted budget as the projected revenue will decrease.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

Amending Chapter 110 of the Wiggins Municipal Code to eliminate the annual business license renewal requirement supports the Town's objectives of efficient service delivery, economic vitality, and responsive governance.

Streamlining the licensing process reduces administrative burdens on local businesses, saving time and cost for business owners while making it easier to operate in Wiggins. This demonstrates the Town's commitment to being business-friendly and responsive to stakeholder needs.

Although the change will result in a slight reduction in projected revenue, the impact is minimal and may be offset by long-term economic benefits. Reducing regulatory barriers can encourage

business retention and attraction, strengthen the local tax base, and promote sustained economic activity.

Overall, the amendment advances the Town's goals of efficient administration, customer-focused service, and fostering a supportive environment for local businesses while continuing to provide essential municipal services.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

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

MOTION FOR APPROVAL:

I make the motion to approve Ordinance 03-2026 – An Ordinance Amending Chapter 110 of the Wiggins Municipal Code Regarding Business Licenses.

ACTION REQUESTED:

Motion, Second, Roll-Call Vote.

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

**TOWN OF WIGGINS, COLORADO
ORDINANCE NO. 03-2026**

AN ORDINANCE AMENDING CHAPTER 110 OF THE WIGGINS MUNICIPAL CODE REGARDING BUSINESS LICENSES

WHEREAS, the Town previously adopted Chapter 110 of the Wiggins Municipal Code, which requires businesses operating in Wiggins to apply and pay for a business license on an annual basis; and

WHEREAS, the Board of Trustees desires to simplify the licensing process for businesses by eliminating the requirement that the business license be renewed annually.

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

Section 1. Section 110.05(B) of the Wiggins Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

§ 110.05 APPLICATIONS.

(B) The application shall contain:

- (1) The name of the business for which a license is requested, and the name of the person, firm or corporation requesting such license;
- (2) The residence address of the applicant and, if the applicant is an entity, the names of the officers, directors and owners of such entity and the address of such entity's principal place of business;
- (3) The nature of the business to be performed, practiced or carried out;
- (4) The street address, if any, where such business is to be carried on;
- (5) The telephone number of the business; the name of the manager of the business, if any; and the number of employees of the business;
- ~~(6) The year for which such license is sought;~~
- ~~(7)~~ (6) A copy of the state sales tax license for the business; and
- ~~(8)~~ (7) Any other relevant information required for compliance with this subchapter or deemed to be reasonably necessary by the Town Clerk for the fair administration of this subchapter.

Section 2. Section 110.06 of the Wiggins Municipal Code is hereby amended to read as follows (words to be deleted are ~~stricken through~~):

§ 110.06 LICENSE FEE; ~~TERM.~~

(A) (1) There shall be paid, by each applicant for a business license, a non-refundable ~~annual~~ business license fee in an amount set by resolution of the Board of Trustees.

(2) Such fees shall be paid in advance at the time application therefor is made to the Town Clerk. ~~For business licenses issued after June 30 of any year, the license fee for the year of issuance will be one half of the annual license fee.~~

~~(B) All licenses shall expire on January 1 of each calendar year unless sooner revoked, cancelled or suspended.~~

Section 3. Section 110.07(A) of the Wiggins Municipal Code is hereby amended to read as follows (words to be deleted are ~~stricken through~~):

§ 110.07 INVESTIGATION AND ISSUANCE.

(A) Upon receipt of the application containing the information set forth in § 110.05, proof that the ~~annual~~ fee therefor has been paid and compliance with all other provisions of this subchapter, the Town Clerk shall issue and deliver to the applicant the license requested.

Section 4. Section 110.08(A) of the Wiggins Municipal Code is hereby amended to read as follows (words to be deleted are ~~stricken through~~):

§ 110.08 DENIAL.

(A) The Town Clerk may deny an application for a license ~~or for a renewal~~ upon a determination that:

- (1) The applicant has failed to supply any of the information required on the application or by the Town Clerk pursuant to § 110.05;
- (2) The conduct of the business for which a license is requested would be in violation of any provision of any town ordinance or state or federal statute; or
- (3) The applicant has failed to pay the required license fee.

Section 5. Section 110.09(B) of the Wiggins Municipal Code is hereby amended to read as follows (words to be deleted are ~~stricken through~~):

§ 110.09 LICENSE CONTENTS.

(B) Each license shall show upon its face the name of the person to whom it has been issued, the street address where any business is to be carried on, the amount paid therefor, the year ~~for which such license is~~ issued and any other information required by this subchapter to be displayed thereon.

Section 6. Section 110.12 (Renewals) of the Wiggins Municipal Code is hereby repealed in its entirety.

Section 7. Section 110.13(B) of the Wiggins Municipal Code is hereby amended to read as follows (words to be deleted are ~~stricken through~~):

§ 110.13 SUSPENSION OR REVOCATION.

(B) If the Town Clerk finds one of the grounds in division (A) above, the Town Clerk shall determine whether to cancel the license, revoke the license ~~for the remainder of its term~~ or suspend it for any shorter period according to the severity of:

- (1) The disqualification;
- (2) Its effect on public health, safety and welfare; and
- (3) The time during which the disqualification can be remedied, if at all.

Section 8. The Town's Fee Schedule is hereby amended to remove the reference to an annual business license fee. Town staff is directed to update the Town's Fee Schedule to reflect this change.

Section 9. If any portion of this ordinance is held to be invalid for any reason, such decision 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.

Section 10. The repeal or modification of any provision of the Municipal Code of the Town of Wiggins by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 11. 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, AND ORDERED PUBLISHED BY TITLE ONLY this 25th day of FEBRUARY, 2026.

TOWN OF WIGGINS, COLORADO

Chris Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk



**STAFF SUMMARY
BOARD OF TRUSTEE MEETING
FEBRUARY 25, 2026**

DATE: February 20, 2026

AGENDA ITEM NUMBER: 12

TOPIC: Liquor License Renewal – Stub’s LLC

Staff Member Responsible: Nichole Seiber, Town Clerk/Treasurer

BACKGROUND:

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

SUMMARY:

The Town is in receipt of a renewal for a Liquor License from Stub’s LLC. Their current license expires on April 1, 2026. They have paid the appropriate fees for the State of Colorado and the Town of Wiggins for the processing fee. The Police Department has no cases or issues with this applicant related to the liquor license.

FISCAL IMPACT:

This action will have no negative impact on the Town’s adopted budget.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

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

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

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

MOTION FOR APPROVAL:

I make the motion to approve the liquor license renewal for Stub’s LLC.

ACTION REQUESTED:

Motion, Second, Roll-Call Vote.

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