

Posted on November 7, 2023 at: 17:00



TOWN OF WIGGINS

**BOARD of TRUSTEES
WORK SESSION**

November 8, 2023 at 6:30 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 THE FOLLOWING SITE <https://us06web.zoom.us/j/88202736268> FOR THE MEETING LINK

WORK SESSION AGENDA

<u>AGENDA TOPIC</u>	<u>ESTIMATED TIME</u>
1. 2024 Budget Discussion	25 minutes
2. Other Items and Updates	05 minutes



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

November 8, 2023 at 7:00 P.M.

**304 CENTRAL AVENUE
WIGGINS, CO 80654**

***THE PUBLIC IS INVITED & ENCOURAGED TO ATTEND THE MEETING VIA ZOOM
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MEETING AGENDA

I. INTRODUCTIONS

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

II. CONSENT AGENDA

1. Approval of Board of Trustees Meeting Minutes October 25, 2023
2. Approval of Bills November 2023

III. REPORTS

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

IV. PUBLIC COMMENTS

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

V. CONSIDERATION OF RESOLUTION NO. 45-2023

A Resolution Authorizing the Town Manager to Contract for the Purchase and Installation of Replacement Membranes at the Reverse Osmosis Water Treatment Plant

1. Resolution No. 45-2023

VI. CONSIDERATION OF RESOLUTION NO. 46-2023

A Resolution Approving a Commercial Card Agreement Between the Town of Wiggins and UMB Bank and Designating the Town Manager as Commercial Card Program Administrator

1. Resolution No. 46-2023

VII. EXECUTIVE SESSION

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

VIII. REPORT FROM EXECUTIVE SESSION

(For Discussion, Direction or Action)

IX. ADJOURNMENT

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



MINUTES OF MEETING

TOWN OF WIGGINS BOARD OF TRUSTEES MEETING

October 25, 2023 at 7:00 p.m.

CALL TO ORDER & ROLL CALL

A meeting of the Town Board of Trustees for the Town of Wiggins, Colorado was held on Wednesday, October 25, 2023. Mayor Chris Franzen called the meeting to order at 7:03 p.m. The following Trustees answered roll call: Mayor Chris Franzen, Mayor Pro-Tem David Herbstman, and Trustees: Bryan Flax, Steven Perrott, Bruce Miller, Jerry Schwindt, and Mandy Camilleri. Staff present were Tom Acre, Town Manager; Nichole Seiber, Town Clerk/Treasurer, Hope Becker, Planning & Zoning Administrator and Beau Warden, Public Works Supervisor.

APPROVAL OF THE AGENDA

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

CONSENT AGENDA

Trustee Miller asked who BMO was and if that was the Town's interest payment on Knievel. The Town Manager clarified it was interest payment on Knievel, the sinking fund payment and the Town's credit card vendor.

Trustee Miller asked if the Town is completely paid up to GLH. The Town Manager stated he believes so. Mayor Franzen asked if the dispute has been settled yet. The Town Manager stated not yet and that he is waiting to hear back from Miller and Associates to determine where the issue was. The Town Manager clarified what is in dispute is the actual surveying and wants information on how the error happened. Trustee Miller asked what that cost was. The Town Manager estimated it was \$8,000-\$10,000. Mayor Franzen asked if we would have the need to fix and the Town Manager said yes, because the drainage would have been done differently as well as the grading.

Motion was made by Mayor Pro Tem Herbstman to approve the Consent Agenda. Seconded by Trustee Perrott. Roll Call: The Consent Agenda was unanimously approved.

TOWN MANAGER REPORT

- Town Manager welcomed Nichole Seiber as the new Town Clerk/Treasurer.
- Town Manager extended an offer to a new Public Works staff member and he accepted. He will start on Monday, October 30, 2023.



- The Town Manager and Public Works Supervisor are evaluating quotes on membrane replacement at the RO. There are two quotes to compare. They would like to get the work done this fall or beginning of winter.
- The Town Manager and Public Works Supervisor are working to get a contractor on board to repair the sidewalk out at Kiowa Park. They want to go with a bid that is a bit higher than other bids.
- The Town Manager has the final list of materials for the non-potable lime and there should be an updated quote by the end of the week.
- The Town Manager reported a bulk of the crack ceiling was done last week. The rest of Kiowa Park, Suzanne and Sally streets will be done possibly this coming weekend or next due to impending weather.
- The Town manager reported the cross walk at 4th Ave is slated to be November 10th, 2023 since that is a non-school day. Main street will be closed down a half side at a time and the project should take a day to complete.
- The first Christmas meeting is October 26, 2023.
- The Town Manager attended the CML Policy Meeting. The affordable housing, land use rights, and planning and zoning issues will come up again.

- Mayor Franzen asked if there is an update on an engine for the Police Department pick-up truck. The Town Manager stated it was delivered to a repair shop in Fort Lupton today. It should be done within 3-10 days. Trustee Miller asked who is doing the work. The repair shop is Colorado Transmission and Diesel Specialists.
- Mayor Franzen asked if we can discuss possible water taps at the next session.

- Mayor Franzen asked if there is any update in the Muffin Monster. Waiting on confirmation of the rail depth and connection to sewer line at and into the lift station to finalize estimates.

- Mayor Franzen asked if the Crosswalk Pedestrian Crossing at Main and P is fully functional? The Public Works Supervisor relayed that it is. The crosswalk is scheduled to be repainted before things get too cold.

- Mayor Franzen asked if we have gotten proper bids for items for the 2024 budget. The Town Manager stated we are getting estimates but not proper bids until we approve the budget and get ready to do the project. Once the Town approves the project then formal bids can be obtained.

FINANCIALS - ACTUAL TO BUDGET

The Town Manager stated the budget is looking pretty good. In a couple weeks he will have more information on areas the Town has overspent and where the Town can adjust. The final budget needs balanced along with the fund balances the Town Manager is starting to go through right now. Mayor Pro Tem Herbstman stated the water and sewer budgets looked good for the year and asks about the general fund being over. The Town Manager stated he will be bringing a budget



amendment before the board. He also stated the revenues are trending high than what was anticipated so the Town should be able to adjust the budget accordingly and actual numbers will come in December.

Trustee Miller asked about tap and acquisition fees from the Farm. Staff confirmed taps have been issued for the Farm Subdivision. The Thomas's have been letting the builders use a number of the taps they acquired during the annexation process. He will also look to check that any tap fees collected have been correctly allocated.

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

PUBLIC COMMENTS

The Public Comments portion of the meeting was opened at 7:23 p.m.

Abby Strickland addressed the board. She wanted the Board to be aware there was graffiti on a brown tube on the Kiowa Park playground and requested the equipment be fixed by the end of the year. The Town Manager thanked Abby for bringing that to the Board's attention and stated it will be fixed the next day.

Taylor Henderson from Taelor Solar addressed the Board. He wanted to follow up with the Board and addressed open house at the secondary school. He thanked the School District for giving him the opportunity to host the event as well as members of the community for coming out. They welcome any feedback from the Board. There were questions concerning battery and energy storage. Mr. Henderson stated they have hired a consultant, Fire and Risk Alliance, and they were able to sit down with the Fire Chief and have made it clear they are willing to keep the dialogue open to address questions and concerns. They are also working on their website taelorsolarproject.com up to speed with all of the documents that they have submitted for submittal to the county and to address community concerns. There are video simulations also. They are still working on traffic. Mr. Henderson stated he appreciated the opportunity to join the meeting.

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

CONSIDERATION OF RESOLUTION No. 42-2023 – A Resolution Approving the 2024 Operating Plan and Budget for the Roberts 81 Business Improvement District.

The Town Manager explained Roberts 81 has a business improvement district that helps them in the future pay for some of the maintenance on the project and provide some support for the businesses. They are required by statute to submit an information packet of their operating plan and budget every year to the Town and the Town is required to approve it or deny it. It looks similar to what they have provided in the past. Typically, it is given to the Town in September toward the end of the month and the Town has 30 days to review and approve it.



Mayor Pro Tem Herbstman inquired about starting to see some infrastructure step being taken this year. The Town Manager stated that the contractor is getting permits in place and getting ready to start. He has a call into their engineer for an update. The engineer has his permit in process for the actual earth work.

Mayor Franzen asked how long it takes to get that type of permit. The Town Manager stated only a few days and that Hope gave them the paperwork and it was lost. Now what the Town is discussing is if Roberts 81 needing a state permit for stormwater management plan. Planning and Zoning Administrator, Hope Becker, clarified she gave the permit to the Roberts 81 contractor approximately three weeks ago and he came in last week and indicated he did not have the permit so she had to reissue it.

Motion was made by Mayor Pro Tem Herbstman to approve Resolution No. 42-2023. Seconded by Trustee Camilleri. Roll Call: Motion was unanimously approved.

CONSIDERATION OF ORDINANCE NO. 04-2023 – An Ordinance Approving the 2023 Water Agreement Between the Town of Wiggins and WGC Trading Co.

The Town Manager explained this was an item previously brought up in late Spring when Kevin Lamb approached the Town to potentially lease additional water and at that time the direction from the Board was to go through this and to make sure we were covered cost wise. He stated we are to the point where we are ready to go forward. The highlights include that there has been an increase of the cost of the water from \$250 per acre foot to buy the water to \$450 per acre foot because it will be starting in the 2030-time frame and it is for 10 years. The price of the water will increase two percent each year and the reduction of the cost per acre foot is down to \$250 per acre foot he has not requested but we have reserved for him right now it is \$150 per acre foot. He will put down \$2,500 as a fee up front and will reimburse the Town for legal costs. He is also putting a deposit of \$2,500 to cover the cost of water at the time of signing of the agreement.

Mayor Franzen clarified this would be a new contract. The Town Manager stated this would be a new contract starting in 2030 and would be a 10-year contract. He will have to verify how long the current contract expires. Trustee Miller stated this is a pretty cheap price for water and Trustee Flax asks why we are making this agreement now. The Town Manager stated Kevin Lamb needs some assurances to get his permits and this is make-up augmented water that may or may not be used. Trustee Miller asks if the Town has extra water now. The Town Manager replies that we do currently have extra credits in the river. The Town should also have extra water once Knievel is up and running so we can feed additional water into the river that we will not be needing to take credit for ourselves but we will put it back into the river and building up the Town's credits. Trustee Miller asked why we are buying water from Castle Rock currently and The Town Manager stated we are using it until Knievel gets up and running, and once we get that accomplished, we will not need to buy water from Castle Rock anymore. Trustee Miller asked who will be measuring the water and the Town Manager stated Kevin's engineer's send information to our engineers to make sure everything is being reported correctly to



the State engineer. Trustee Miller stated when the Town's engineer gets involved it costs the Town money. The Town Manger stated the cost per acre foot should cover any extra engineering costs. Trustee Flax asked if this was the same issue the Board previously discussed and the Town Manager stated as he recalls this is the last time this would be discussed. Trustee Miller stated he thought this would not be brought before the Board and it was not a fair price. Trustee Flax agreed with Trustee Miller's sentiments. Mayor Pro Tem Herbstman noted that there is opposition and looking at the numbers a little more would be worthwhile.

Motion was made by Mayor Pro Tem Herbstman to approve Ordinance 04-2023. Seconded by Trustee Miller. Roll Call: Motion failed.

CONSIDERATION OF RESOLUTION NO. 43-2023 –A Resolution Providing that Certain Elected and/or Appointed Officials of the Town of Wiggins Shall be Deemed Not to be "Employees" within the Meaning of the Worker's Compensation Laws.

The Town Manager stated this is another routine item that CIRSA and the State asks us to bring forward each year listing the commission members that we do not deem necessary to cover under workman's comp. Trustee Miller asked if this is for the Board. The Town Manager clarified the Board does have workman's comp and this is for the Planning and Zoning Commission.

Motion made by Trustee Flax to approve Resolution No. 43-2023. Seconded by Trustee Camilleri. Roll call: Motion was unanimously approved.

CONSIDERATION OF RESOLUTION NO. 44-2023 –A Resolution Authorizing Changes to the Authorized Signers for the Town's Banking accounts.

The Town Manager explained now that we have a Town Clerk/Treasurer on board it would be helpful to have a fourth signer. This resolution adds Nichole Seiber to all of our accounts and allows the bank give her access to our accounts for reporting as well paying bills and checking. Trustee Miller asked who can sign now and the Town Manager replied that in addition to the Town Clerk/Treasurer, he, Mayor Franzen and Mayor Pro Tem Herbstman are authorized signers.

Motion made by Trustee Miller to approve Resolution No. 44-2023. Seconded by Trustee Perrott. Roll call: Motion was unanimously approved.

Trustee Schwindt brought forward a concern about a system in place for preventing fraud. Town Manager stated the Town's checks have a hologram on them so it is fairly easy for the banks to catch that. Earlier this year we had a check come through where a person from Texas tried to cash a fake check and we caught it because it was not one of our checks and the bank did not fund it.

Trustee Miller asked where we were at with Glassy Farms. The Town Manager stated he met with the attorneys and engineers shortly after the Knievel case and they are gathering some responses to the ACWWA and East Cherry Creek Valley water case and will start working on it forthcoming. This change will figure out how many



shares we will actually get for use and start through the process of how much we can put through the recharge and make sure that the change case will go through Fort Morgan Ditch and the water courts.

ADJOURNMENT

The Mayor invited closing remarks.

Mayor Franzen adjourned the meeting at 8:43 pm.

Respectfully submitted by:

A handwritten signature in blue ink, appearing to read "Nichole Seiber". The signature is written in a cursive style and is positioned above a horizontal line.

Nichole Seiber, Town Clerk/Treasurer

**TOWN of WIGGINS - BILS PAID
November 2023**

Vendor	Description	Amount
AMBIENTE H2O INC.	Johnson St Lift Station Pump Fitting	\$295.85
ARNOLD'S AG GROUP, LLC	Levee Seeding	\$1,470.00
BEARCOM COMMUNICATIONS INC	PD Radios Service	\$385.00
BLOEDORN LUMBER	Building Supplies	\$1,873.82
BLUE LIGHTNING	Internet	\$136.44
BMO HARRIS N.A.	Credit Cards	\$1,205.11
CENTRAL AUTO PARTS	PW Misc Supplies	\$200.53
CORE & MAIN	Meter Supplies	\$398.36
DPC Industries, Inc.	RO Acid-(CNP)	\$1,584.70
ECONO SIGNS	Caution Tape and Highway Markers	\$558.69
JONES IRRIGATION SERVICE	PW Assist, 4th, Rds, Drainage	\$15,825.00
KAMMERER, WILLIAM M.	Water Shares Lease/Purch Paymt	\$3,510.42
KC'S GRAPHICS	T-Shirt Printing VB & Socr	\$960.00
LAW OFFICE OF AMY C. PENFOLD LLC	Prosecuting Attorney Fees	\$787.50
LEAF	Copier Lease	\$159.00
MARTIN MARIETTA MATERIALS	Emulsion (Potholes)	\$440.00
MORGAN COUNTY QUALITY WATER	3261 CR U	\$58.45
MORGAN COUNTY REA	Utilities-Electric	\$5,321.27
PREMIERE COPIER INC	Copier Expense	\$62.38
RH WATER & WASTEWATER, INC.	Water & WWTF Contract Operator	\$800.00
RICK ENGINEERING COMPANY	Wiggins Comprehensive Plan	\$5,865.44
RICO'S CONCRETE	Replace Curb and Sidewalk	\$2,000.00
RIVAL SERVICES, LLC	Kiowa Park Playdrounf Portable Toilet	\$225.00
SAFEbuilt, LLC	Build Permit & Plan Review	\$1,019.94
STANDARD GLASS CO	Glass Replace	\$361.81
STUB'S GAS & OIL, INC.	PD/PW Fuel, Gen Diesel, TC Int Mtg Ref	\$4,250.03
TREATMENT TECHNOLOGY	Chemicals, Water & Sewer	\$3,588.00
UNCC	Water & Sewer Locates	\$47.73
USA BLUEBOOK	Injection check valve	\$84.89
WELLER FABRICATION & MACHINE	Steel	\$80.00
WICKHAM TRACTOR COMPANY	Fuel Tank	\$881.93
WIGGINS SUPER'S 1846	Misc Supplies	\$51.66

Approved: Tom Aere Date: 11/08/2023 Tota **\$54,488.95**

INCIDENT ANALYSIS - DAY

Date 11/02/2023

Time 13:38:31

Report CFS03

Agency Wiggins Police Dept.
 Dates 10/01/2023 Thru 10/31/2023

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
Agency: WPD Wiggins Police Dept.								
00600 Theft	0	0	0	1	0	2	0	3
00700 M/V Theft	0	1	0	0	0	0	0	1
01100 Fraud	0	0	1	0	1	0	0	2
01400 Vandalism/crim Mischf	0	0	1	0	0	0	0	1
02000 Off Agnst Fam & Chld	0	1	0	0	0	0	0	1
02415 Domestic Violence	0	0	0	1	0	0	0	1
02430 Loud Noise	0	1	1	0	0	0	0	2
02660 Harass/threat	0	0	1	0	0	0	0	1
02670 Local Ordinance Violation	0	0	0	0	20	1	0	21
02671 Dog At Large	2	0	1	0	0	0	1	4
02678 Watering Violation	0	0	2	0	0	0	0	2
02679 Weed Violation	0	2	5	0	0	0	0	7
02700 Susp Pers/veh/inc	0	0	1	0	1	0	2	4
03000 Community Policing	0	1	6	0	2	2	0	11
03010 Assist Other Agency	2	2	1	1	1	1	0	8
03020 Bar Check	0	0	1	0	0	0	0	1
03030 Building Check	0	2	0	0	0	0	0	2
03050 Escort	1	0	0	0	0	0	0	1
03070 Keep The Peace	0	0	0	0	0	0	1	1
03080 Medical Assist	1	0	2	1	0	0	0	4
03100 Welfare Check	1	0	3	1	0	2	0	7
03120 Extra Patrol	26	26	26	14	34	37	33	196
03121 Vacation House Check	0	0	3	4	2	4	0	13
03590 Traffic Ctrl	0	0	0	0	1	1	1	3
03600 Driving Complaint	0	0	0	0	0	0	2	2
03610 Parking Complaint	0	0	1	0	1	1	0	3
03620 Traffic Hazard	0	0	0	0	0	0	1	1
03730 Lost/found	0	0	1	0	0	0	0	1
03750 Meet Party	0	0	0	1	0	0	0	1
03760 Information	3	0	1	0	1	4	2	11
04000 Alarm	0	1	0	0	0	0	2	3
05000 Misc	0	0	1	1	0	0	0	2
05007 Restraining Order Violati	1	0	0	0	0	0	0	1
07410 Disturbance	0	0	1	0	0	0	0	1
07510 Abandoned Vehicle	0	1	0	0	2	3	1	7
07520 Motorist Assist	0	0	0	0	2	1	0	3
07530 Traffic Contact	2	8	6	2	19	13	3	53
07531 Pedestrian Contact	0	0	0	0	0	1	0	1
07580 Vehicle Inspection	0	0	5	1	1	2	0	9
07700 Juv Problem	1	0	0	0	0	0	0	1
09000 Fire Investigation LE	0	1	1	0	0	0	0	2
09001 911-Welfare Check	1	1	1	2	1	0	1	7
09006 Registered Sex Offender	0	1	0	0	0	0	0	1
09900 Follow Up/Investigation	1	4	2	1	3	3	1	15
09902 Civil Issues	0	0	0	0	0	1	0	1
REPO Repossession	0	0	0	0	1	0	0	1
SEO Select Enforce Off Init	8	13	20	6	22	15	3	87
Wiggins Police Dept. Agency Total	50	66	95	37	115	94	54	511

INCIDENT ANALYSIS - DAY

Date 11/02/2023

Time 13:38:31

Report CFS03

Agency Wiggins Police Dept.

Dates 10/01/2023 **Thru** 10/31/2023

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
Total	50	66	95	37	115	94	54	511

TOWN OF WIGGINS
 COMBINED CASH INVESTMENT
 OCTOBER 31, 2023

COMBINED CASH ACCOUNTS

01-10210	HIGH PLAINS-MAIN CHECKING	1,423,410.13
01-10220	HIGH PLAINS-SWEEP ACCOUNT	3,098,268.98
01-10700	RETURNED CHECK CLEARING ACCT	(100.30)
01-10750	UTILITY CASH CLEARING ACCOUNT	2,156.28
		4,523,735.09
	TOTAL COMBINED CASH	4,523,735.09
01-20200	ACCOUNTS PAYABLE	(751.66)
01-10100	CASH ALLOCATED TO OTHER FUNDS	(4,580,309.49)
		(57,326.06)
	TOTAL UNALLOCATED CASH	(57,326.06)

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	2,008,706.76
20	ALLOCATION TO WATER ENTERPRISE	1,144,105.89
30	ALLOCATION TO SEWER ENTERPRISE	1,440,458.50
40	ALLOCATION TO SALES TAX CAPITAL IMPROVEMENT	684,161.97
45	ALLOCATION TO SALES TAX STREETS	(731,639.98)
50	ALLOCATION TO CONSERVATION TRUST	35,641.35
		4,581,434.49
	TOTAL ALLOCATIONS TO OTHER FUNDS	4,581,434.49
	ALLOCATION FROM COMBINED CASH FUND - 01-10100	(4,580,309.49)
		1,125.00
	ZERO PROOF IF ALLOCATIONS BALANCE	1,125.00

TOWN OF WIGGINS
 BALANCE SHEET
 OCTOBER 31, 2023

GENERAL FUND

ASSETS

10-10100	CASH IN COMBINED CASH FUND	2,008,706.76	
10-10110	PETTY CASH (T. MANAGER)	44.30	
10-10120	PETTY CASH (T. CLERK)	805.39	
10-10240	CASH IN BANK COMM HALL FUND SA	18,872.12	
10-10250	COLOTRUST FUND	113.23	
10-10260	CASH IN USE TAX FUND	267,277.31	
10-10310	CASH W/ COUNTY TREASURER	3,905.23	
10-10500	PROPERTY TAXES RECEIVABLE	524,163.97	
10-11500	ACCOUNTS RECEIVABLE	69,483.13	
10-14100	PREPAID EXPENSES	302.06	
	TOTAL ASSETS		<u>2,893,673.50</u>

LIABILITIES AND EQUITY

LIABILITIES

10-20200	ACCOUNTS PAYABLE	2,574.32	
10-20210	PAYABLE TO SCHOOL DISTRICT	26,126.16	
10-22210	DEFERRED PROPERTY TAX	524,163.97	
10-22410	UNEARNED REVENUE	292,319.77	
10-22710	FED/ FICA TAXES PAYABLE	(1,401.49)	
10-22720	STATE W/H TAXES PAYABLE	13,695.58	
10-22740	POLICE PENSION PAYABLE	4,474.17	
10-22760	DEFERRED COMP CONTRIB PAYABLE	1,113.14	
10-22770	UNEMPLOYMENT PAYABLE	(2,644.44)	
10-22790	GARNISHMENT PAYABLE	(647.50)	
10-22820	HEALTH INSURANCE PAYABLE	(10,284.75)	
10-22825	AFLAC PAYABLE	(1.42)	
10-22830	LIFE INSURANCE PAYABLE	50.40	
10-22840	VISION INSURANCE PAYABLE	126.27	
10-25320	FUND BALANCE	1,630,064.23	
	TOTAL LIABILITIES		2,479,728.41

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	<u>370,350.54</u>	
	BALANCE - CURRENT DATE		<u>370,350.54</u>
	TOTAL FUND EQUITY		<u>370,350.54</u>
	TOTAL LIABILITIES AND EQUITY		<u>2,850,078.95</u>

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
10-30004 GENERAL MISCELLANEOUS	.00	3,573.81	.00	(3,573.81)	.0
10-31100 CURRENT PROPERTY TAX	.00	516,563.99	524,164.00	7,600.01	98.6
10-31200 SPECIFIC OWNERSHIP	.00	33,105.19	30,000.00	(3,105.19)	110.4
10-31300 1% TOWN SALES TAX	.00	233,643.95	300,000.00	66,356.05	77.9
10-31301 USE TAX	8,351.37	71,398.64	10,000.00	(61,398.64)	714.0
10-31420 CIGARETTE TAX	.00	1,532.89	1,500.00	(32.89)	102.2
10-31810 SEVERENCE TAX	.00	71,431.42	10,000.00	(61,431.42)	714.3
10-31820 FRANCHISE FEE-MORGAN CTY REA	.00	9,742.00	8,000.00	(1,742.00)	121.8
10-31821 FRANCHISE FEE-XCEL ENERGY	408.23	16,268.17	8,000.00	(8,268.17)	203.4
10-31823 FRANCHISE FEE--BLUE LIGHTNING	1,024.93	4,055.64	2,750.00	(1,305.64)	147.5
10-31900 PENALTIES & INTEREST	.00	634.43	.00	(634.43)	.0
10-32110 LIQUOR LICENSE (15%)	.00	97.50	175.00	77.50	55.7
10-32210 BUILDING PERMITS	5,359.23	44,000.27	25,000.00	(19,000.27)	176.0
10-33412 DOLA EIAF 2021	.00	149,554.68	82,500.00	(67,054.68)	181.3
10-33413 DOLA REDI GRANT (PASS THRU)	.00	7,750.00	150,000.00	142,250.00	5.2
10-33430 MISCELLANEOUS FEES	.00	187.11	.00	(187.11)	.0
10-33530 HIGHWAY USERS TAX	.00	45,085.69	55,000.00	9,914.31	82.0
10-33550 ADDITIONAL MOTOR VEHICLE	.00	6,378.00	6,000.00	(378.00)	106.3
10-33800 ROAD & BRIDGE	.00	59,003.01	40,000.00	(19,003.01)	147.5
10-34210 SPECIAL POLICE SERVICES	.00	120.10	.00	(120.10)	.0
10-34215 VIN INSPECTIONS	145.00	660.00	250.00	(410.00)	264.0
10-34220 BUILDING DEVELOPMENT REVIEW	500.00	4,286.03	5,000.00	713.97	85.7
10-34221 BUILDING INSPECTION PLAN REV	3,176.00	23,585.46	1,000.00	(22,585.46)	2358.6
10-34282 PARKS & REC FEES	.00	2,940.00	.00	(2,940.00)	.0
10-34283 SOFTBALL REG FEES	.00	.00	2,000.00	2,000.00	.0
10-34284 BASEBALL REG FEES	.00	9,030.00	11,000.00	1,970.00	82.1
10-34286 VOLLEYBALL REG FEES	.00	25.00	1,000.00	975.00	2.5
10-34287 SOCCER REG FEES	.00	1,851.00	1,500.00	(351.00)	123.4
10-34289 MISCELLANEOUS ACTIVITY FEES	.00	.00	2,000.00	2,000.00	.0
10-35110 COURT FINES-MUNICIPAL	3,418.50	44,619.49	30,000.00	(14,619.49)	148.7
10-36000 OTHER MISCELLANEOUS REVENUE	.00	12,399.99	.00	(12,399.99)	.0
10-36010 DOG LICENSES/CLINIC	.00	355.00	300.00	(55.00)	118.3
10-36011 BUSINESS LICENSES	130.00	672.82	3,500.00	2,827.18	19.2
10-36012 CONTRACTOR LICENSES	100.00	1,700.00	1,800.00	100.00	94.4
10-36013 GOLF CART LICENSES	25.00	525.00	150.00	(375.00)	350.0
10-36014 MISCELLANEOUS FEES	.00	25.00	.00	(25.00)	.0
10-36040 INSURANCE PROCEEDS	.00	32,461.19	.00	(32,461.19)	.0
10-36050 CAPITAL CREDITS RECEIVED	.00	2,200.98	.00	(2,200.98)	.0
10-36100 INTEREST ON SAVINGS	.00	41,721.73	10.00	(41,711.73)	41721
10-36310 BUILDING & FARM RENT	.00	3,800.00	6,000.00	2,200.00	63.3
10-36420 REFUNDS	.00	(8.94)	.00	8.94	.0
10-36500 CONTRIBUTIONS/DONATIONS	.00	165.00	.00	(165.00)	.0
10-36501 SPONSORSHIPS	.00	1,345.00	.00	(1,345.00)	.0
10-36510 OTHER GRANTS	.00	400.00	.00	(400.00)	.0
10-36512 GRANTS--DUI	.00	500.00	.00	(500.00)	.0
10-36513 GRANTS--TRAINING	.00	625.00	.00	(625.00)	.0
10-36515 GRANT--C.I.O.T.	2,005.50	2,005.50	.00	(2,005.50)	.0
10-39210 SALE OF FIXED ASSETS	.00	1,207.60	.00	(1,207.60)	.0

TOWN OF WIGGINS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
TOTAL FUND REVENUE	24,643.76	1,463,224.34	1,318,599.00	(144,625.34)	111.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENTAL</u>					
10-410-13 FINANCIAL AUDIT	.00	5,466.67	5,000.00	(466.67)	109.3
10-410-22 EMPLOYEE EVAL/TESTING	1,350.00	1,350.00	.00	(1,350.00)	.0
10-410-32 PROFESSIONAL SERVICES	820.46	10,910.74	22,500.00	11,589.26	48.5
10-410-34 CODIFICATION	.00	7,930.00	12,000.00	4,070.00	66.1
10-410-35 COPIER LEASE	71.55	698.02	650.00	(48.02)	107.4
10-410-40 EMPLOYEE TRAINING	.00	2,860.62	5,000.00	2,139.38	57.2
10-410-41 TELEPHONE & INTERNET	65.80	2,441.96	1,400.00	(1,041.96)	174.4
10-410-42 UTILITIES--ELECTRIC	.00	315.73	2,000.00	1,684.27	15.8
10-410-43 OFFICE BLDG REPAIRS & MAINT	.00	1,482.00	5,000.00	3,518.00	29.6
10-410-44 POSTAGE METER LEASE	.00	392.83	250.00	(142.83)	157.1
10-410-45 UTILITIES-GAS	.00	1,065.59	1,500.00	434.41	71.0
10-410-46 CELL PHONE	.00	1,086.42	1,260.00	173.58	86.2
10-410-48 TRASH	23.20	167.60	300.00	132.40	55.9
10-410-52 INSURANCE & BONDS	.00	22,029.14	32,180.00	10,150.86	68.5
10-410-54 ADVERTISING	.00	.00	600.00	600.00	.0
10-410-55 POSTAGE & SHIPPING	.00	275.43	800.00	524.57	34.4
10-410-58 TRAVEL & MEETINGS	86.70	1,831.78	5,200.00	3,368.22	35.2
10-410-61 OPERATING SUPPLIES	15.48	3,491.49	5,500.00	2,008.51	63.5
10-410-68 COPIER EXPENSE	.00	1,240.92	725.00	(515.92)	171.2
10-410-70 IT SUPPORT	.00	.00	15,000.00	15,000.00	.0
10-410-71 COMPUTER SOFTWARE	.00	4,513.22	3,000.00	(1,513.22)	150.4
10-410-87 EQUIPMENT	.00	4,960.00	.00	(4,960.00)	.0
10-410-90 DUES & SUBSCRIPTIONS	.00	234.19	4,000.00	3,765.81	5.9
10-410-91 NEWSLETTERS & PUBLICATIONS	.00	382.16	800.00	417.84	47.8
TOTAL GENERAL GOVERNMENTAL	2,433.19	75,126.51	124,665.00	49,538.49	60.3
<u>ADMINISTRATION DEPARTMENT</u>					
10-411-11 SALARY-TOWN CLERK	2,298.32	8,852.99	.00	(8,852.99)	.0
10-411-15 ADMINISTRATION DEPT EMPLOYEES	5,613.94	59,991.64	134,102.00	74,110.36	44.7
10-411-20 EMPLOYEE BENEFITS	510.70	4,960.37	18,115.00	13,154.63	27.4
10-411-22 FICA & MEDICARE	599.79	5,155.38	10,259.00	5,103.62	50.3
10-411-23 457 RETIREMENT	312.17	2,603.45	6,500.00	3,896.55	40.1
10-411-25 UNEMPLOYMENT INS	4.59	67.15	402.00	334.85	16.7
10-411-26 WORKERS' COMPENSATION	.00	4,084.54	200.00	(3,884.54)	2042.3
10-411-27 EMPLOYEE APPRECIATION	.00	422.68	1,200.00	777.32	35.2
10-411-28 TA VEHICLE STIPEND	.00	.00	1,000.00	1,000.00	.0
TOTAL ADMINISTRATION DEPARTMENT	9,339.51	86,138.20	171,778.00	85,639.80	50.2

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL DEPARTMENT</u>					
10-412-00 CONTRACT-JUDGE	.00	1,875.00	3,800.00	1,925.00	49.3
10-412-01 CONTRACT-TOWN PROSECUTOR	.00	4,480.00	3,250.00	(1,230.00)	137.9
10-412-11 COURT SPANISH INTERPRETOR	.00	100.00	.00	(100.00)	.0
10-412-35 COPIER LEASE	15.90	170.13	400.00	229.87	42.5
10-412-41 TELEPHONE & INTERNET	.00	.00	100.00	100.00	.0
10-412-44 POSTAGE METER LEASE	.00	63.08	.00	(63.08)	.0
10-412-55 POSTAGE	.00	515.23	200.00	(315.23)	257.6
10-412-61 OFFICE SUPPLIES	.00	46.42	150.00	103.58	31.0
10-412-68 COPIER EXPENSE	.00	310.23	100.00	(210.23)	310.2
10-412-70 IT SUPPORT	.00	.00	100.00	100.00	.0
10-412-71 COMPUTER SOFTWARE	.00	115.50	200.00	84.50	57.8
TOTAL JUDICIAL DEPARTMENT	15.90	7,675.59	8,300.00	624.41	92.5
<u>MAYOR & LEGISLATIVE BOARDS</u>					
10-413-10 MAYOR COMPENSATION	.00	200.00	2,400.00	2,200.00	8.3
10-413-11 BOARD OF TRUSTEES COMPENSATION	440.00	4,160.00	2,880.00	(1,280.00)	144.4
10-413-12 BOARD OF TRUSTEES APPRECIATION	.00	196.37	500.00	303.63	39.3
10-413-22 FICA & MEDICARE	33.66	333.54	404.00	70.46	82.6
10-413-26 WORKERS' COMPENSATION	.00	224.81	100.00	(124.81)	224.8
10-413-40 BOARD OF TRUSTEES TRAINING	.00	.00	3,000.00	3,000.00	.0
10-413-51 E & O INSURANCE	.00	.00	3,200.00	3,200.00	.0
10-413-58 BOARD TRAVEL & MEETINGS	.00	.00	5,000.00	5,000.00	.0
10-413-71 COMPUTER SOFTWARE	.00	.00	200.00	200.00	.0
10-413-90 DUES & SUBSCRIPTIONS	.00	.00	2,500.00	2,500.00	.0
TOTAL MAYOR & LEGISLATIVE BOARDS	473.66	5,114.72	20,184.00	15,069.28	25.3
<u>ELECTIONS</u>					
10-414-00 ELECTIONS	.00	.00	3,000.00	3,000.00	.0
TOTAL ELECTIONS	.00	.00	3,000.00	3,000.00	.0
<u>TREASURER'S OFFICE</u>					
10-415-15 COLLECTIONS (TREASURERS FEE)	.00	10,329.58	10,000.00	(329.58)	103.3
10-415-30 TOWN LEGAL	13,330.00	40,054.50	60,000.00	19,945.50	66.8
10-415-40 REPORTING & PUBLISHING	.00	18.40	500.00	481.60	3.7
TOTAL TREASURER'S OFFICE	13,330.00	50,402.48	70,500.00	20,097.52	71.5

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ECONOMIC DEVELOPMENT</u>					
10-416-50 ECONOMIC DEVELOPMENT	.00	150,000.00	160,000.00	10,000.00	93.8
10-416-51 MEMBERSHP FEE/DUES	2,670.00	2,670.00	2,800.00	130.00	95.4
TOTAL ECONOMIC DEVELOPMENT	2,670.00	152,670.00	162,800.00	10,130.00	93.8
<u>COMMUNITY DEVELOPMENT</u>					
10-417-30 COMMUNITY MEETINGS	.00	.00	1,000.00	1,000.00	.0
10-417-35 COPIER LEASE	15.90	146.28	95.00	(51.28)	154.0
10-417-44 POSTAGE MACHINE LEASE	.00	42.04	105.00	62.96	40.0
10-417-55 POSTAGE	.00	.00	500.00	500.00	.0
10-417-61 OFFICE SUPPLIES	.00	7.98	120.00	112.02	6.7
10-417-63 ABATEMENT	.00	.00	1,500.00	1,500.00	.0
10-417-68 COPIER EXPENSE	.00	310.23	120.00	(190.23)	258.5
10-417-70 IT SUPPORT	.00	.00	200.00	200.00	.0
10-417-71 COMPUTER SOFTWARE	.00	115.50	100.00	(15.50)	115.5
10-417-85 CODE ENFORCEMENT	.00	240.00	500.00	260.00	48.0
10-417-91 NEWSLETTER	.00	.00	2,100.00	2,100.00	.0
TOTAL COMMUNITY DEVELOPMENT	15.90	862.03	6,340.00	5,477.97	13.6
<u>PLANNING & ZONING</u>					
10-418-30 LEGAL/ENGINEERING SUPPORT	1,505.00	6,246.25	3,500.00	(2,746.25)	178.5
10-418-35 COPIER LEASE	15.90	146.24	95.00	(51.24)	153.9
10-418-40 STAFF TRAINING	.00	.00	1,500.00	1,500.00	.0
10-418-41 TELEPHONE & INTERNET	21.93	57.16	425.00	367.84	13.5
10-418-44 POSTAGE MACHINE LEASE	.00	43.16	200.00	156.84	21.6
10-418-49 COMMISSION TRAINING	.00	.00	500.00	500.00	.0
10-418-51 MEMBERSHIPS/PUBLICATIONS	.00	39.98	200.00	160.02	20.0
10-418-54 NOTICES/PUBLICATIONS	.00	354.73	1,000.00	645.27	35.5
10-418-55 POSTAGE	.00	116.37	105.00	(11.37)	110.8
10-418-61 OFFICE SUPPLIES	.00	79.44	50.00	(29.44)	158.9
10-418-68 COPIER EXPENSE	.00	310.24	100.00	(210.24)	310.2
10-418-70 IT SUPPORT	.00	.00	100.00	100.00	.0
10-418-71 COMPUTER SOFTWARE	.00	352.20	100.00	(252.20)	352.2
10-418-93 COMPREHENSIVE PLAN	11,312.59	39,643.78	165,000.00	125,356.22	24.0
10-418-94 ZONING MAP	.00	.00	5,000.00	5,000.00	.0
10-418-98 IMPACT FEE STUDY	.00	.00	15,000.00	15,000.00	.0
TOTAL PLANNING & ZONING	12,855.42	47,389.55	192,875.00	145,485.45	24.6

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY PROGRAMS</u>					
10-419-00	FOURTH OF JULY FESTIVAL	575.74	24,348.85	22,500.00 (1,848.85)	108.2
10-419-01	WIGGINS OLD TIME CHRISTMAS	7.74	887.65	5,000.00	4,112.35 17.8
10-419-02	FALL HARVEST FESTIVAL	.00	.00	1,000.00	1,000.00 .0
10-419-05	BUSINESS DIST BEAUTIFICATION	.00	296.77	3,000.00	2,703.23 9.9
10-419-10	EVENTS COORINATOR	.00	.00	10,800.00	10,800.00 .0
10-419-20	DONATIONS/GRANTS	.00	1,950.00	10,000.00	8,050.00 19.5
10-419-58	COMMUNITY MEETINGS	.00	.00	2,000.00	2,000.00 .0
10-419-62	MAIN STREET PROGRAMS	.00	.00	5,000.00	5,000.00 .0
10-419-65	TREES/TREE PLANTING	.00	2,647.51	2,500.00 (147.51)	105.9
10-419-66	PLANTERS	100.43	100.43	250.00	149.57 40.2
10-419-91	NEWSLETTER/EVENT POSTCARD	.00	815.40	750.00 (65.40)	108.7
10-419-99	OTHER MISCELLANEOUS	.00	30.60	.00 (30.60)	.0
	TOTAL COMMUNITY PROGRAMS	683.91	31,077.21	62,800.00	31,722.79 49.5

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT</u>					
10-421-02 CONTRACT SERVICES	.00	331.60	1,800.00	1,468.40	18.4
10-421-04 OFFICER EQUIPMENT	.00	8,455.48	30,000.00	21,544.52	28.2
10-421-15 POLICE SALARIES	15,872.86	165,109.77	194,443.00	29,333.23	84.9
10-421-20 EMPLOYEE BENEFITS	1,775.40	17,754.00	28,602.00	10,848.00	62.1
10-421-21 VEHICLE/MOBILE EQUIPMENT	.00	86.47	15,000.00	14,913.53	.6
10-421-22 FICA & MEDICARE	240.80	2,500.51	14,875.00	12,374.49	16.8
10-421-23 PENSION-FPPA	1,613.60	15,923.49	19,444.00	3,520.51	81.9
10-421-24 DEATH & DISABILITY-FPPA	164.16	1,665.19	3,306.00	1,640.81	50.4
10-421-25 UNEMPLOYMENT INSURANCE	62.12	176.89	583.00	406.11	30.3
10-421-26 WORKERS' COMPENSATION	.00	3,669.52	6,500.00	2,830.48	56.5
10-421-28 FARM HOUSE UTILITIES-GAS/ELECT	.00	1,537.15	3,700.00	2,162.85	41.5
10-421-29 UNIFORMS	.00	851.06	2,500.00	1,648.94	34.0
10-421-30 PROFESSIONAL LEGAL SERVICES	.00	.00	1,000.00	1,000.00	.0
10-421-35 COPIER LEASE	15.90	154.23	150.00	(4.23)	102.8
10-421-40 TRAINING	.00	4,183.42	3,000.00	(1,183.42)	139.5
10-421-41 TELEPHONE & INTERNET	32.89	288.17	750.00	461.83	38.4
10-421-42 MC COM CENTER PHONE LINE	.00	162.62	600.00	437.38	27.1
10-421-43 REPAIRS AND MAINTENANCE (AUTO)	391.25	1,660.59	7,500.00	5,839.41	22.1
10-421-44 UTILITIES-ELECTRIC	.00	315.74	1,200.00	884.26	26.3
10-421-45 UTILITIES-GAS	.00	.00	600.00	600.00	.0
10-421-46 CELL PHONE	.00	2,094.45	2,400.00	305.55	87.3
10-421-48 TRASH	23.20	167.60	270.00	102.40	62.1
10-421-49 OTHER MISCELLANEOUS	26.50	27.77	1,200.00	1,172.23	2.3
10-421-52 INSURANCE & BONDS	.00	14,764.57	15,000.00	235.43	98.4
10-421-55 PRINTING	.00	550.94	1,000.00	449.06	55.1
10-421-61 OFFICE/GEN OPERATING SUPPLIES	20.78	477.96	1,000.00	522.04	47.8
10-421-62 FUEL	.00	7,128.47	13,000.00	5,871.53	54.8
10-421-64 CRIME PREVENTION	.00	32.70	250.00	217.30	13.1
10-421-68 COPIER EXPENSE	.00	310.23	100.00	(210.23)	310.2
10-421-70 IT SUPPORT	.00	.00	2,500.00	2,500.00	.0
10-421-71 COMPUTER SOFTWARE	.00	474.99	4,000.00	3,525.01	11.9
10-421-72 AMMUNITION	.00	.00	2,000.00	2,000.00	.0
10-421-73 LEXIPOLE	.00	2,572.89	2,400.00	(172.89)	107.2
10-421-85 ANIMAL CONTROL	.00	52.74	500.00	447.26	10.6
10-421-90 MEMBERSHIP DUES	.00	75.72	300.00	224.28	25.2
10-421-91 POLICE VEHICLE SINKING FUND	.00	.00	5,000.00	5,000.00	.0
TOTAL POLICE DEPARTMENT	20,239.46	253,556.93	386,473.00	132,916.07	65.6
<u>BUILDING INSPECTION DEPARTMENT</u>					
10-424-20 BUILDING INSPECTIONS MATERIALS	.00	.00	200.00	200.00	.0
10-424-30 DEVELOPMENT REVIEW MISC EXP	.00	2,840.00	1,000.00	(1,840.00)	284.0
10-424-31 COMMERCIAL BUILDING REVIEW	.00	14,273.46	5,000.00	(9,273.46)	285.5
10-424-32 RESIDENTIAL BUILDING REVIEW	900.93	20,486.28	5,000.00	(15,486.28)	409.7
TOTAL BUILDING INSPECTION DEPARTMEN	900.93	37,599.74	11,200.00	(26,399.74)	335.7

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS ADMINISTRATION</u>					
10-430-11 SALARY - PW MAINTENANCE(1)	8,703.74	83,062.92	5,428.00	(77,634.92)	1530.3
10-430-15 SALARY-PW SEASONAL (MOWING)	.00	325.26	6,000.00	5,674.74	5.4
10-430-16 PW EMPLOYEES-FULL TIME	.00	2,307.75	40,419.00	38,111.25	5.7
10-430-20 EMPLOYEE BENEFITS - PW	770.30	7,703.00	8,104.00	401.00	95.1
10-430-22 FICA & MEDICARE	637.73	6,274.93	3,092.00	(3,182.93)	202.9
10-430-23 457 RETIREMENT	119.89	1,157.08	1,213.00	55.92	95.4
10-430-25 UNEMPLOYMENT INSURANCE - PW	3.62	123.24	138.00	14.76	89.3
10-430-26 WORKERS' COMPENSATION - PW	.00	3,379.01	3,000.00	(379.01)	112.6
TOTAL PUBLIC WORKS ADMINISTRATION	10,235.28	104,333.19	67,394.00	(36,939.19)	154.8
<u>PUBLIC WORKS & STREETS DEPT</u>					
10-431-00 UNIFORMS - PW	58.45	566.38	3,500.00	2,933.62	16.2
10-431-20 REPAIRS-EQUIPMENT & VEHICLES	594.74	13,155.18	9,500.00	(3,655.18)	138.5
10-431-21 STREETS-SIGNS & MATERIAL	513.03	1,199.94	10,000.00	8,800.06	12.0
10-431-22 SNOW REMOVAL	76.09	4,685.05	.00	(4,685.05)	.0
10-431-23 EQUIPMENT RENTAL	19.49	19.49	200.00	180.51	9.8
10-431-24 REPAIRS & MAINTENANCE-STREETS	432.75	25,862.16	.00	(25,862.16)	.0
10-431-25 FARM HOUSE MAINT	(247.30)	5,130.45	3,000.00	(2,130.45)	171.0
10-431-28 FARM HOUSE UTILITIES	57.29	197.13	2,700.00	2,502.87	7.3
10-431-35 COPIER LEASE	7.95	81.10	95.00	13.90	85.4
10-431-39 GIS	.00	.00	250.00	250.00	.0
10-431-40 EMPLOYEE TRAINING	.00	65.62	2,500.00	2,434.38	2.6
10-431-41 UTILITIES - ELECTRIC	.00	430.04	1,500.00	1,069.96	28.7
10-431-43 BUIDING MAINT	280.73	15,442.98	3,000.00	(12,442.98)	514.8
10-431-45 UTILITIES-GAS	.00	751.22	1,200.00	448.78	62.6
10-431-46 CELL PHONE	.00	1,196.88	975.00	(221.88)	122.8
10-431-47 TELEPHONE & INTERNET	21.93	229.20	800.00	570.80	28.7
10-431-48 TRASH	69.60	502.80	540.00	37.20	93.1
10-431-52 INSURANCE - PW	.00	12,909.50	9,611.00	(3,298.50)	134.3
10-431-55 POSTAGE & SHIPPING-PW	.00	35.16	50.00	14.84	70.3
10-431-60 STREET LIGHTING - PW	.00	4,412.40	11,000.00	6,587.60	40.1
10-431-61 OFFICE SUPPLIES	.00	27.05	1,400.00	1,372.95	1.9
10-431-62 FUEL - PW	.00	6,221.32	8,500.00	2,278.68	73.2
10-431-63 CONTRACT REFUSE REMOVAL - PW	.00	1,788.00	2,000.00	212.00	89.4
10-431-65 TREE PROGRAM	.00	2,253.02	1,500.00	(753.02)	150.2
10-431-66 PEST/WEED CONTROL - PW	.00	446.46	1,600.00	1,153.54	27.9
10-431-68 COPIER EXPENSE	.00	310.23	78.00	(232.23)	397.7
10-431-70 IT SUPPORT	.00	.00	2,500.00	2,500.00	.0
10-431-71 COMPUTER SOFTWARE	.00	612.25	424.00	(188.25)	144.4
10-431-74 EQUIPMENT- CAPITAL OUTLAY	.00	14.99	2,250.00	2,235.01	.7
10-431-75 RESERVE CAPITAL OUTLAY	.00	7,395.00	.00	(7,395.00)	.0
10-431-76 PW VEHICLES SINKING FUND	.00	.00	5,000.00	5,000.00	.0
10-431-77 PW HEAVY EQUIP SINKING FUND	.00	.00	5,000.00	5,000.00	.0
10-431-99 OTHER MISCELLANEOUS - PW	360.80	1,808.13	.00	(1,808.13)	.0
TOTAL PUBLIC WORKS & STREETS DEPT	2,245.55	107,749.13	90,673.00	(17,076.13)	118.8

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STORMWATER</u>					
10-432-59 STORMWATER ENGINEERING/DESIGN	.00	11,391.25	5,000.00	(6,391.25)	227.8
10-432-60 STORMWATER CONSTRUCTION	.00	9,490.76	.00	(9,490.76)	.0
10-432-61 RETENTION/DETENTION POND MAINT	57.15	319.75	750.00	430.25	42.6
10-432-62 CULVERT/DITCH MAINT	.00	5,326.25	1,000.00	(4,326.25)	532.6
10-432-63 3RD AVE STORM LIFT STATION	.00	.00	500.00	500.00	.0
10-432-64 STREET SWEEPING	.00	.00	500.00	500.00	.0
10-432-65 LEVEE REPAIR & MAINT	.00	401.17	500.00	98.83	80.2
TOTAL STORMWATER	57.15	26,929.18	8,250.00	(18,679.18)	326.4
<u>PARK & RECREATION</u>					
10-451-11 SALARIES - P&R DIRECTOR (SEAS)	2,743.33	25,888.45	16,200.00	(9,688.45)	159.8
10-451-12 SALARIES - SUMMER HELP (SEAS)	.00	.00	8,108.00	8,108.00	.0
10-451-16 SALARIES-PW FULL-TIME	.00	461.55	5,337.00	4,875.45	8.7
10-451-20 EMPLOYEE BENEFITS	79.18	791.80	.00	(791.80)	.0
10-451-22 FICA P&R	209.86	2,015.79	2,268.00	252.21	88.9
10-451-23 RENTS	10.24	98.06	.00	(98.06)	.0
10-451-25 UNEMPLOYMENT INSURANCE	.00	45.26	23.00	(22.26)	196.8
10-451-26 WORKERS' COMPENSATION	.00	971.87	1,500.00	528.13	64.8
10-451-30 SPECIAL EVENTS - P&R	.00	.00	1,000.00	1,000.00	.0
10-451-38 CELL PHONE	.00	341.41	490.00	148.59	69.7
10-451-39 TELEPHONE & INTERNET	21.93	212.21	1,200.00	987.79	17.7
10-451-40 TRAINING	.00	15.71	1,000.00	984.29	1.6
10-451-41 UTILITIES - ELECTRIC	.00	35,690.87	12,000.00	(23,690.87)	297.4
10-451-42 PARK BUILDING MAINTENANCE	.00	7,199.58	.00	(7,199.58)	.0
10-451-43 PARK REPAIR AND MAINTENANCE	412.35	18,873.62	.00	(18,873.62)	.0
10-451-48 TRASH	92.80	670.40	800.00	129.60	83.8
10-451-55 NEWSLETTERS/POSTCARDS/POSTAGE	.00	73.14	1,200.00	1,126.86	6.1
10-451-60 BACKGROUND CHECKS	.00	647.60	735.00	87.40	88.1
10-451-61 OPERATING SUPPLIES - P&R	131.26	999.12	4,500.00	3,500.88	22.2
10-451-62 PARKS & RECREATION PROGRAMS	217.47	1,683.81	3,000.00	1,316.19	56.1
10-451-70 IT SUPPORT	.00	.00	100.00	100.00	.0
10-451-71 COMPUTER SOFTWARE	.00	1,494.12	2,100.00	605.88	71.2
10-451-83 SOFTBALL	.00	.00	2,750.00	2,750.00	.0
10-451-84 BASEBALL	.00	6,160.01	8,000.00	1,839.99	77.0
10-451-85 BASKETBALL	.00	125.00	.00	(125.00)	.0
10-451-86 VOLLEYBALL	.00	.00	750.00	750.00	.0
10-451-87 SOCCER	.00	1,415.67	1,200.00	(215.67)	118.0
10-451-88 SUMMER ACTIVITY	.00	.00	2,000.00	2,000.00	.0
10-451-90 UNIFORMS & EQUIPMENT P&R	.00	138.75	2,100.00	1,961.25	6.6
10-451-91 MISC FEES	.00	235.54	.00	(235.54)	.0
10-451-92 PARK CONCESSION EXPENSE	.00	.00	100.00	100.00	.0
10-451-93 MEMBERSHIP/PUBLICATIONS	.00	.00	200.00	200.00	.0
TOTAL PARK & RECREATION	3,918.42	106,249.34	78,661.00	(27,588.34)	135.1

TOWN OF WIGGINS
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	79,414.28	1,092,873.80	1,465,893.00	373,019.20	74.6
NET REVENUE OVER EXPENDITURES	(54,770.52)	370,350.54	(147,294.00)	(517,644.54)	251.4

TOWN OF WIGGINS
BALANCE SHEET
OCTOBER 31, 2023

WATER ENTERPRISE

ASSETS

20-10100	CASH IN COMBINED CASH FUND	1,144,105.89	
20-10120	CASH ON HAND	50.00	
20-10210	WATER ENTERPRISE CLEARING ACCT	7,603.69	
20-10250	COLOTRUST-WATER FUND	113.23	
20-10251	HIGH PLAINS WATER ENTPR FUND	183,337.41	
20-10260	COLOTRUST - DEVELOPMENT FEES	110.58	
20-10261	2011 USDA DEBT SERV RESERVE	101,576.27	
20-10262	2013 USDA DEBT SERV RESERVE	155,056.68	
20-10270	COLOTRUST-WATER BOND ACCOUNT	23.13	
20-10271	63.23% BOTW DEBT SERVICE	1,323.33	
20-10273	2020 BOTW LOAN--SINKING FUND	593,964.65	
20-10280	COLOTRUST-WATER BOND RESERVE	114.31	
20-10281	BANK OF THE WEST WTR RESRVS	21,295.09	
20-10282	2020 BOTW LOAN--D.S. RESERVE	255,883.59	
20-10290	OPERATION & MAINTENANCE FUND	113.30	
20-11500	ACCOUNTS RECEIVABLE	97,543.78	
20-14000	CWCB LOAN PROCEEDS ESCROW	1,133,775.50	
20-14100	PREPAID EXPENSE	(35,830.78)	
20-16100	LAND	661,549.57	
20-16200	WATER RIGHTS	5,022,202.92	
20-16300	CONSTRUCTION IN PROGRESS	126,211.75	
20-16400	PLANT EQUIPMENT	7,382,696.17	
20-16401	OTHER EQUIPMENT	28,834.06	
20-16410	ACCUMULATED DEPRECIATION	(1,951,573.65)	
	TOTAL ASSETS		14,930,080.47

LIABILITIES AND EQUITY

LIABILITIES

20-20200	ACCOUNTS PAYABLE	(43,570.58)	
20-20300	ACCRUED COMPENSATED ABSENCES	7,854.14	
20-20301	ACCR'D COMP ABS--CURR. PORTION	1,963.54	
20-20400	ACCRUED INTEREST PAYABLE	193,135.55	
20-22530	2013 USDA	460,570.66	
20-22540	REVENUE BOND PAYABLE-REA	2,655,099.89	
20-22550	BOTW LOAN--63.23% WATER	1,827,739.03	
20-22600	CAPITAL LEASES PAYABLE	210,843.50	
20-22650	2017 CWCB NOTE PAYABLE	2,408,850.00	
20-22900	CUSTOMER DEPOSIT LIABILITY	60,731.85	
	TOTAL LIABILITIES		7,783,217.58

FUND EQUITY

20-27900	RETAINED EARNINGS	7,073,503.05	
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TOWN OF WIGGINS
 BALANCE SHEET
 OCTOBER 31, 2023

WATER ENTERPRISE

	UNAPPROPRIATED FUND BALANCE:		
20-29001	SUSPENSE	91,386.96	
	REVENUE OVER EXPENDITURES - YTD	(17,397.60)	
		<u>73,989.36</u>	
	BALANCE - CURRENT DATE		<u>7,147,492.41</u>
	TOTAL FUND EQUITY		<u>14,930,709.99</u>
	TOTAL LIABILITIES AND EQUITY		<u><u>14,930,709.99</u></u>

TOWN OF WIGGINS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
20-34000 WATER SALES	97,681.85	817,393.09	900,000.00	82,606.91	90.8
20-34001 CUSTOMER DEPOSITS	.00	.00	500.00	500.00	.0
20-34002 BULK WATER SALES	.00	178.00	5,000.00	4,822.00	3.6
20-34440 TAP FEES & ACQUISITION FEES	.00	23,278.00	.00	(23,278.00)	.0
20-34442 WATER METER SALES	305.00	1,471.00	7,800.00	6,329.00	18.9
20-34450 MISCELLANEOUS WATER INCOME	1,800.00	15,080.00	15,000.00	(80.00)	100.5
20-36000 WATER DEVELOPMENT CONTRIBUTION	.00	375.00	.00	(375.00)	.0
20-36001 RENTAL INCOME	496.50	2,496.32	10,000.00	7,503.68	25.0
20-36100 INTEREST EARNED	.00	974.11	.00	(974.11)	.0
TOTAL FUND REVENUE	100,283.35	861,245.52	938,300.00	77,054.48	91.8

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROFESSIONAL SERVICES</u>					
20-410-13 FINANCIAL AUDIT	.00	5,466.67	5,000.00	(466.67)	109.3
20-410-30 LEGAL SERVICE	.00	864.00	5,000.00	4,136.00	17.3
20-410-31 WATER RIGHTS EXPENSES (LEGAL)	.00	96,407.10	80,000.00	(16,407.10)	120.5
20-410-32 PROFESSIONAL SERVICES WATER	845.33	56,354.57	90,000.00	33,645.43	62.6
20-410-33 POSTAGE	.00	536.81	1,200.00	663.19	44.7
20-410-34 WATER DEPOSIT REFUND	.00	.00	1,000.00	1,000.00	.0
20-410-38 PROFESSIONAL SERVICES ACCT	.00	.00	10,000.00	10,000.00	.0
20-410-40 TRAVEL, MEETINGS & TRAINING	.00	54.30	4,000.00	3,945.70	1.4
20-410-44 POSTAGE MACHINE LEASE	.00	61.97	105.00	43.03	59.0
20-410-59 DESIGN/SYSTEM ENGINEERING	.00	81,929.25	50,000.00	(31,929.25)	163.9
20-410-68 COPIER EXPENSE	.00	155.11	.00	(155.11)	.0
TOTAL PROFESSIONAL SERVICES	845.33	241,829.78	246,305.00	4,475.22	98.2
<u>WATER ADMINISTRATION</u>					
20-411-11 SALARY-TOWN CLERK	1,502.75	6,517.50	.00	(6,517.50)	.0
20-411-12 EMPLOYEE SALARY-ADMINISTRATION	.00	.00	67,195.00	67,195.00	.0
20-411-15 ADMINISTRATION DEPT EMPLOYEES	3,299.40	45,366.01	.00	(45,366.01)	.0
20-411-20 EMPLOYEE BENEFITS	322.89	3,198.56	10,011.00	6,812.44	32.0
20-411-22 FICA & MEDICARE	360.97	3,871.25	5,141.00	1,269.75	75.3
20-411-23 457 RETIREMENT	231.34	2,182.03	3,500.00	1,317.97	62.3
20-411-25 UNEMPLOYMENT INSURANCE	3.02	51.35	202.00	150.65	25.4
20-411-26 WORKERS' COMPENSATION	.00	141.81	175.00	33.19	81.0
20-411-72 UTILITY BILLING SOFTWARE EXP	.00	649.34	2,920.00	2,270.66	22.2
TOTAL WATER ADMINISTRATION	5,720.37	61,977.85	89,144.00	27,166.15	69.5
<u>PUBLIC WORKS ADMINISTRATION</u>					
20-430-11 SALARY-PW MAINTENANCE	1,827.59	17,649.85	24,017.00	6,367.15	73.5
20-430-15 EMPL SALARY-PW P/T SEASONAL	.00	.00	7,332.00	7,332.00	.0
20-430-20 EMPLOYEE BENEFITS	345.56	3,455.60	4,767.00	1,311.40	72.5
20-430-22 FICA & MEDICARE	125.76	1,209.81	2,398.00	1,188.19	50.5
20-430-23 457 RETIREMENT	54.83	529.58	720.00	190.42	73.6
20-430-25 UNEMPLOYMENT INSURANCE	.00	18.40	72.00	53.60	25.6
20-430-26 WORKERS' COMPENSATION	.00	415.03	750.00	334.97	55.3
TOTAL PUBLIC WORKS ADMINISTRATION	2,353.74	23,278.27	40,056.00	16,777.73	58.1
<u>SUPPLIES</u>					
20-431-22 EQUIPMENT REPAIRS AND MAINT	.00	64.12	5,000.00	4,935.88	1.3
20-431-62 FUEL	.00	1,013.86	750.00	(263.86)	135.2
20-431-75 VEHICLE REPAIR	.00	.00	1,500.00	1,500.00	.0
TOTAL SUPPLIES	.00	1,077.98	7,250.00	6,172.02	14.9

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
20-432-00	.00	.00	5,000.00	5,000.00	.0
20-432-05	.00	484.14	400.00	(84.14)	121.0
20-432-30	.00	2,720.00	6,000.00	3,280.00	45.3
20-432-35	7.95	112.90	600.00	487.10	18.8
20-432-37	6,429.60	14,576.30	13,500.00	(1,076.30)	108.0
20-432-39	.00	57.75	1,125.00	1,067.25	5.1
20-432-40	43.86	980.37	2,000.00	1,019.63	49.0
20-432-41	8.17	30,677.72	80,000.00	49,322.28	38.4
20-432-45	.00	1,383.76	2,500.00	1,116.24	55.4
20-432-46	.00	.00	764.00	764.00	.0
20-432-48	11.60	83.80	100.00	16.20	83.8
20-432-49	.00	2,292.27	7,000.00	4,707.73	32.8
20-432-50	.00	.00	1,500.00	1,500.00	.0
20-432-52	.00	6,512.34	8,000.00	1,487.66	81.4
20-432-53	.00	.00	5,000.00	5,000.00	.0
20-432-54	.00	1,756.50	2,500.00	743.50	70.3
20-432-55	(6,813.92)	7,780.22	7,800.00	19.78	99.8
20-432-56	62.88	3,161.91	10,000.00	6,838.09	31.6
20-432-57	7.49	3,493.48	8,000.00	4,506.52	43.7
20-432-59	32.47	2,045.83	1,000.00	(1,045.83)	204.6
20-432-61	.00	153.29	1,500.00	1,346.71	10.2
20-432-68	.00	.00	800.00	800.00	.0
20-432-70	.00	2,500.00	500.00	(2,000.00)	500.0
20-432-75	851.77	2,407.79	2,000.00	(407.79)	120.4
20-432-85	.00	78,447.00	70,000.00	(8,447.00)	112.1
20-432-87	.00	.00	5,000.00	5,000.00	.0
20-432-99	163.94	212.42	1,000.00	787.58	21.2
TOTAL OPERATIONS	805.81	161,839.79	243,589.00	81,749.21	66.4
<u>DEBT SERVICE</u>					
20-471-09	.00	.00	45,000.00	45,000.00	.0
20-471-11	.00	83,759.00	147,000.00	63,241.00	57.0
20-471-12	3,510.42	35,104.20	42,125.00	7,020.80	83.3
20-471-13	45,693.48	127,519.71	40,000.00	(87,519.71)	318.8
20-471-14	36,318.50	142,256.54	95,000.00	(47,256.54)	149.7
20-471-50	.00	.00	18,969.00	18,969.00	.0
TOTAL DEBT SERVICE	85,522.40	388,639.45	388,094.00	(545.45)	100.1
TOTAL FUND EXPENDITURES	95,247.65	878,643.12	1,014,438.00	135,794.88	86.6
NET REVENUE OVER EXPENDITURES	5,035.70	(17,397.60)	(76,138.00)	(58,740.40)	(22.9)

TOWN OF WIGGINS
BALANCE SHEET
OCTOBER 31, 2023

SEWER ENTERPRISE

ASSETS

30-10100	CASH IN COMBINED CASH FUND	1,440,458.50	
30-10250	COLOTRUST FUND	114.89	
30-10251	HIGH PLAINS SEWER ENTPR FUND	63,837.30	
30-10260	COLOTRUST SEWER PROJECT	113.23	
30-10271	36.77% BOTW DEBT SERVICE	770.37	
30-10273	2020 BOTW LOAN--SINKING FUND	345,406.85	
30-10282	2020 BOTW LOAN--D.S. RESERVE	148,803.41	
30-10290	CD 1726--STORM SEWER WGNS SCH	12,344.09	
30-11500	ACCOUNTS RECEIVABLE	41,855.60	
30-14100	PREPAID EXPENSE	(35,830.78)	
30-16100	LAND	821,659.00	
30-16200	BUILDINGS	130,310.00	
30-16300	CONSTRUCTION IN PROGRESS	63,081.99	
30-16400	EQUIPMENT	2,118,488.31	
30-16401	OTHER EQUIPMENT	25,098.72	
30-16410	ACCUMULATED DEPRECIATION-EQ	(819,302.04)	
	TOTAL ASSETS		4,357,209.44

LIABILITIES AND EQUITY

LIABILITIES

30-20200	ACCOUNTS PAYABLE	(36,297.66)	
30-20300	ACCRUED COMPENSATED ABSENCES	7,854.14	
30-20301	ACCR'D COMP ABS--CURR. PORTION	1,963.54	
30-20400	ACCRUED INTEREST PAYABLE	9,208.09	
30-22550	BOTH 36.77% SEWER LOAN	1,062,880.97	
30-22900	CUSTOMER DEPOSIT LIABILITY	8,422.90	
30-22905	DEVELOPER PERFORMANCE DEPOSIT	11,750.00	
	TOTAL LIABILITIES		1,065,781.98

FUND EQUITY

30-27900	RETAINED EARNINGS	3,035,619.63	
	UNAPPROPRIATED FUND BALANCE:		
30-29001	SUSPENSE	53,144.04	
	REVENUE OVER EXPENDITURES - YTD	165,882.56	
	BALANCE - CURRENT DATE	219,026.60	
	TOTAL FUND EQUITY		3,254,646.23
	TOTAL LIABILITIES AND EQUITY		4,320,428.21

TOWN OF WIGGINS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
30-33420 DOLA GRANT	.00	147,250.00	.00	(147,250.00)	.0
30-34000 SEWER SALES	36,436.53	363,298.01	420,000.00	56,701.99	86.5
30-34001 CUSTOMER DEPOSITS	.00	.00	150.00	150.00	.0
30-36100 INTEREST EARNED	.00	149.48	.00	(149.48)	.0
TOTAL FUND REVENUE	36,436.53	510,697.49	420,150.00	(90,547.49)	121.6

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROFESSIONAL SERVICES</u>					
30-410-13 FINANCIAL AUDIT	.00	5,466.66	5,000.00	(466.66)	109.3
30-410-30 LEGAL SERVICE	.00	.00	2,000.00	2,000.00	.0
30-410-32 PROFESSIONAL SERVICES	820.46	9,675.74	20,000.00	10,324.26	48.4
30-410-33 POSTAGE	.00	536.81	1,000.00	463.19	53.7
30-410-34 SEWER DEPOSIT REFUND	.00	.00	500.00	500.00	.0
30-410-35 COPIER LEASE	7.95	112.90	600.00	487.10	18.8
30-410-40 TRAINING	.00	.00	1,000.00	1,000.00	.0
30-410-44 POSTAGE MACHINE LEASE	.00	61.97	105.00	43.03	59.0
30-410-67 OFFICE SUPPLIES	.00	.00	200.00	200.00	.0
30-410-68 COPIER EXPENSE	.00	155.11	600.00	444.89	25.9
TOTAL PROFESSIONAL SERVICES	828.41	16,009.19	31,005.00	14,995.81	51.6
<u>SEWER ADMINISTRATION</u>					
30-411-11 SALARY-TOWN CLERK	1,208.09	4,967.37	.00	(4,967.37)	.0
30-411-14 EMPLOYEE SALARIES-ADMIN	.00	.00	67,195.00	67,195.00	.0
30-411-15 ADMINISTRATION DEPT EMPLOYEES	3,299.38	45,365.77	.00	(45,365.77)	.0
30-411-20 EMPLOYEE BENEFITS	322.61	3,197.67	10,011.00	6,813.33	31.9
30-411-22 FICA & MEDICARE	338.39	3,763.47	5,141.00	1,377.53	73.2
30-411-23 457 RETIREMENT	222.53	2,155.66	3,500.00	1,344.34	61.6
30-411-25 UNEMPLOYMENT INSURANCE	2.42	48.60	202.00	153.40	24.1
30-411-26 WORKERS' COMPENSATION	.00	.00	175.00	175.00	.0
30-411-70 IT SUPPORT	.00	.00	250.00	250.00	.0
30-411-72 UTILITY SOFTWARE EXPENSE	.00	649.32	2,920.00	2,270.68	22.2
TOTAL SEWER ADMINISTRATION	5,393.42	60,147.86	89,394.00	29,246.14	67.3
<u>PUBLIC WORKS ADMINISTRATION</u>					
30-430-11 SALARY-PW MAINTENANCE	1,827.59	16,726.75	.00	(16,726.75)	.0
30-430-12 SALARY-PW MAINTENANCE	.00	923.10	24,017.00	23,093.90	3.8
30-430-13 EMPL SALARY-PW P/T SEASONAL	.00	.00	7,332.00	7,332.00	.0
30-430-20 EMPLOYEE BENEFITS	345.56	3,455.60	4,767.00	1,311.40	72.5
30-430-22 FICA & MEDICARE	125.81	1,209.88	2,398.00	1,188.12	50.5
30-430-23 457 RETIREMENT	54.85	529.48	720.00	190.52	73.5
30-430-25 UNEMPLOYMENT	.00	18.27	72.00	53.73	25.4
30-430-26 WORKERS' COMPENSATION	.00	556.84	750.00	193.16	74.3
TOTAL PUBLIC WORKS ADMINISTRATION	2,353.81	23,419.92	40,056.00	16,636.08	58.5

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WWTP</u>					
30-431-22	.00	.00	1,500.00	1,500.00	.0
30-431-45	.00	.00	400.00	400.00	.0
30-431-48	.00	.00	876.00	876.00	.0
30-431-51	.00	.00	7,500.00	7,500.00	.0
30-431-59	.00	13,966.25	15,000.00	1,033.75	93.1
30-431-62	.00	675.34	800.00	124.66	84.4
30-431-74	.00	.00	25,000.00	25,000.00	.0
30-431-75	.00	64.12	5,000.00	4,935.88	1.3
TOTAL WWTP	.00	14,705.71	56,076.00	41,370.29	26.2
<u>OPERATIONS</u>					
30-432-00	.00	.00	5,000.00	5,000.00	.0
30-432-05	.00	359.64	300.00	(59.64)	119.9
30-432-30	.00	2,720.00	6,000.00	3,280.00	45.3
30-432-39	.00	57.75	1,125.00	1,067.25	5.1
30-432-41	.00	8,297.26	28,000.00	19,702.74	29.6
30-432-42	10.97	552.35	500.00	(52.35)	110.5
30-432-45	.00	751.22	1,200.00	448.78	62.6
30-432-46	.00	.00	300.00	300.00	.0
30-432-48	11.60	483.80	1,200.00	716.20	40.3
30-432-50	.00	1,708.00	3,500.00	1,792.00	48.8
30-432-51	1,194.00	6,427.40	3,000.00	(3,427.40)	214.3
30-432-52	.00	6,512.34	9,000.00	2,487.66	72.4
30-432-53	7,027.20	7,027.20	5,000.00	(2,027.20)	140.5
30-432-54	.00	.00	500.00	500.00	.0
30-432-55	.00	.00	500.00	500.00	.0
30-432-56	245.76	12,987.40	2,000.00	(10,987.40)	649.4
30-432-57	9,151.16	18,617.30	500.00	(18,117.30)	3723.5
30-432-59	.00	.00	5,000.00	5,000.00	.0
30-432-60	19.99	6,925.79	7,500.00	574.21	92.3
30-432-61	.00	.00	800.00	800.00	.0
30-432-99	.00	.00	1,000.00	1,000.00	.0
TOTAL OPERATIONS	17,660.68	73,427.45	81,925.00	8,497.55	89.6
<u>DEBT SERVICE</u>					
30-471-13	26,572.02	96,536.26	106,288.00	9,751.74	90.8
30-471-14	21,120.22	60,568.54	44,124.00	(16,444.54)	137.3
30-471-50	.00	.00	11,031.00	11,031.00	.0
TOTAL DEBT SERVICE	47,692.24	157,104.80	161,443.00	4,338.20	97.3
TOTAL FUND EXPENDITURES	73,928.56	344,814.93	459,899.00	115,084.07	75.0

TOWN OF WIGGINS
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(37,492.03)	165,882.56	(39,749.00)	(205,631.56)	417.3

TOWN OF WIGGINS
BALANCE SHEET
OCTOBER 31, 2023

SALES TAX CAPITAL IMPROVEMENT

<u>ASSETS</u>			
40-10100	CASH IN COMBINED CASH FUND	684,161.97	
40-10250	COLOTRUST FUND	113.23	
40-10251	HIGH PLAINS 1% TAX FUND	15,241.84	
40-11500	ACCOUNTS RECEIVABLE	50,679.16	
	TOTAL ASSETS		750,196.20
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
40-25320	FUND BALANCE	897,307.97	
	TOTAL LIABILITIES		897,307.97
<u>FUND EQUITY</u>			
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(147,388.37)	
	BALANCE - CURRENT DATE	(147,388.37)	
	TOTAL FUND EQUITY		(147,388.37)
	TOTAL LIABILITIES AND EQUITY		749,919.60

TOWN OF WIGGINS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

SALES TAX CAPITAL IMPROVEMENT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>						
40-31300	1% TOWN SALES TAX	.00	233,643.93	300,000.00	66,356.07	77.9
40-36100	INTEREST EARNED	.00	58.30	5.00	(53.30)	1166.0
TOTAL FUND REVENUE		.00	233,702.23	300,005.00	66,302.77	77.9

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

SALES TAX CAPITAL IMPROVEMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL PROJECTS</u>					
40-430-00 CIP - SEWER REPLACE BNSF	1,250.00	325,455.79	.00	(325,455.79)	.0
40-430-05 CIP-NORTH STORM DETENTION	.00	.00	75,000.00	75,000.00	.0
40-430-10 CIP-MAIN STREET C&G 3RD TO 5TH	.00	702.50	.00	(702.50)	.0
40-430-16 CIP-TOWN HALL DIGITAL SIGN	.00	33,292.28	50,000.00	16,707.72	66.6
40-430-17 CIP-TH/PW EXT IMP	.00	8,042.43	10,000.00	1,957.57	80.4
40-430-18 CIP-NON POT WATER MAIN	.00	.00	100,000.00	100,000.00	.0
40-430-19 CIP-CR P CROSSING SIGNAL	276.60	13,597.60	10,000.00	(3,597.60)	136.0
TOTAL CAPITAL PROJECTS	<u>1,526.60</u>	<u>381,090.60</u>	<u>245,000.00</u>	<u>(136,090.60)</u>	<u>155.6</u>
TOTAL FUND EXPENDITURES	<u>1,526.60</u>	<u>381,090.60</u>	<u>245,000.00</u>	<u>(136,090.60)</u>	<u>155.6</u>
NET REVENUE OVER EXPENDITURES	<u>(1,526.60)</u>	<u>(147,388.37)</u>	<u>55,005.00</u>	<u>202,393.37</u>	<u>(268.0)</u>

TOWN OF WIGGINS
BALANCE SHEET
OCTOBER 31, 2023

SALES TAX STREETS

ASSETS

45-10100 CASH IN COMBINED CASH FUND	(731,639.98)	
TOTAL ASSETS		(731,639.98)

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(728,221.95)	
BALANCE - CURRENT DATE	(728,221.95)	
TOTAL FUND EQUITY		(728,221.95)
TOTAL LIABILITIES AND EQUITY		(728,221.95)

TOWN OF WIGGINS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

SALES TAX STREETS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>						
45-31300	1% TOWN SALES TAX (2022)	.00	122,316.12	300,000.00	177,683.88	40.8
45-33510	DONATIONS	3,445.00	3,445.00	.00	(3,445.00)	.0
45-36100	INTEREST EARNED	.00	.00	5.00	5.00	.0
TOTAL FUND REVENUE		3,445.00	125,761.12	300,005.00	174,243.88	41.9

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

SALES TAX STREETS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL PROJECTS</u>						
45-430-10	CIP-MAIN STREET C&G 3RD TO 5TH	26.97	819,567.73	100,000.00	(719,567.73)	819.6
45-430-59	CIP ENGINEERING SERVICES	.00	6,980.00	.00	(6,980.00)	.0
	TOTAL CAPITAL PROJECTS	26.97	826,547.73	100,000.00	(726,547.73)	826.6
<u>DEPARTMENT 431</u>						
45-431-22	REPAIRS & MAINTENANCE-STREETS	.00	19,410.34	25,000.00	5,589.66	77.6
45-431-24	SNOW REMOVAL	.00	8,025.00	.00	(8,025.00)	.0
	TOTAL DEPARTMENT 431	.00	27,435.34	25,000.00	(2,435.34)	109.7
	TOTAL FUND EXPENDITURES	26.97	853,983.07	125,000.00	(728,983.07)	683.2
	NET REVENUE OVER EXPENDITURES	3,418.03	(728,221.95)	175,005.00	903,226.95	(416.1)

TOWN OF WIGGINS
 BALANCE SHEET
 OCTOBER 31, 2023

CONSERVATION TRUST

ASSETS

50-10100	CASH IN COMBINED CASH FUND	35,641.35	
50-10250	COLOTRUST FUND	112.83	
50-10251	HIGH PLAINS CNSRVTN TRST FUND	14,268.03	
	TOTAL ASSETS		<u>50,022.21</u>

LIABILITIES AND EQUITY

LIABILITIES

50-25320	FUND BALANCE	39,734.35	
	TOTAL LIABILITIES		39,734.35

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	10,287.86	
	BALANCE - CURRENT DATE	10,287.86	
	TOTAL FUND EQUITY		<u>10,287.86</u>
	TOTAL LIABILITIES AND EQUITY		<u>50,022.21</u>

TOWN OF WIGGINS
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
50-33501 CT - ST PROCEEDS (LOTTERY)	.00	15,657.77	13,000.00	(2,657.77)	120.4
50-36100 INTEREST EARNED	.00	35.09	10.00	(25.09)	350.9
TOTAL FUND REVENUE	.00	15,692.86	13,010.00	(2,682.86)	120.6

TOWN OF WIGGINS
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 430</u>					
50-430-15 CAPITAL OUTLAY--K PARK ELEC	.00	5,405.00	10,000.00	4,595.00	54.1
TOTAL DEPARTMENT 430	.00	5,405.00	10,000.00	4,595.00	54.1
<u>PARK OPERATIONS</u>					
50-452-60 REPAIRS AND MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
TOTAL PARK OPERATIONS	.00	.00	2,500.00	2,500.00	.0
TOTAL FUND EXPENDITURES	.00	5,405.00	12,500.00	7,095.00	43.2
NET REVENUE OVER EXPENDITURES	.00	10,287.86	510.00	(9,777.86)	2017.2



STAFF SUMMARY

Board of Trustees Meeting
November 8, 2023

DATE: November 4, 2023

AGENDA ITEM NUMBER: 5

TOPIC: Consideration of Resolution No. 45-2023 – A Resolution Authorizing the Town Manager to Contract for the Purchase and Installation of Replacement Membranes at the Reverse Osmosis Water Treatment Plant

STAFF MEMBER RESPONSIBLE: Tom Acre, Town Manager

BACKGROUND

The Town of Wiggins provides residents with treated water pumped from the South Platte Alluvial Aquifer. The water is treated by Reverse Osmosis (RO) at the Wiggins RO Water Treatment Plant (RO Treatment Plant), located northwest of Wiggins. The RO Treatment Plant was placed into service in 2012 and consists of two RO skids with membranes to treat the high total dissolved solids (TDS) water pumped from the South Platte Alluvial Aquifer. was placed into service in 2012.

Periodically, staff maintains the RO membranes through a “clean in place” procedure to remove the minerals that collect over time on the membranes as raw water is treated. Staff in consultation with the Town’s water operator has determined that the RO membranes are at the end of their useful life and need to be replaced.

Staff researched the options available to the town for membrane replacement and found that the membranes at the RO were manufactured by *Toray*. The original manufacturer of the RO Treatment Plant, Wigen Water Technologies could supply and replace the membranes or staff found an alternative supplier, King Lee Technologies that other towns have used to supply replacement RO membranes.

SUMMARY

Staff requested quotes for the replacement and installation of the RO membranes from both Wigen and King Lee. King Lee provided the lowest quote and best overall value. King Lee’s quote includes the cost of the replacement membranes, installation of the membranes in one skid, and training for staff to replace membranes. King Lee has a representative who

has direct experience with *Toray*, the membrane manufacturer. The quote from King Lee for the above was \$70,352.11 and the quote from Wigen for was \$50,346.71 for one skid.

FISCAL IMPACT

Approval of a Resolution authorizing the Town Manager to contract the purchase and installation of RO membranes will impact the Water Enterprise Fund by an estimated \$70,352.11.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES

Providing reliable water and wastewater treatment facilities is one of the goals of the Town Board of Trustees and Staff.

MOTION FOR APPROVAL

I make a motion to adopt Resolution No. 45-2023 – A Resolution Authorizing the Town Manager to Contract for the Purchase and Installation of Replacement Membranes at the Reverse Osmosis Water Treatment Plant.

ACTION REQUESTED

MOTION, SECOND, ROLL-CALL VOTE

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

**TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 45-2023**

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO CONTRACT FOR THE PURCHASE AND INSTALATION OF REPLACEMENT MEMBRANES AT THE REVERSE OSMOSIS WATER TREATMENYT PLANT

WHEREAS, the Town of Wiggins treats raw water pumped from the South Platte Alluvial Aquifer with Reverse Osmosis (RO); and

WHEREAS, the RO Treatment plant was placed in operation in 2012 membranes require replacement to adequately operate the Water Treatment Plant; and

WHEREAS, the Town of Wiggins staff in consultation with the Town’s Contract Water Operator that RO membranes require replacement; and

WHEREAS, the Town contacted two suppliers of the Toray membranes for quotes, Wigen the original manufacture of the RO skids and King Lee Technology, a supplier of Toray membranes and

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

Section 1. The Board of Trustees hereby authorizes the Town Manager to contract with King Lee Technology the purchase and replacement of the RO membranes at an estimated cost of \$70,352.11.

INTRODUCED, ADOPTED AND RESOLVED THIS 8TH DAY OF NOVEMBER, 2023.

TOWN OF WIGGINS, COLORADO

Christopher Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk/Treasurer

10/23/2023

Tom, Beau,

King Lee Technologies is pleased to provide the following quotation to the Town of Wiggins for membrane elements.

(108) TMG20D-440 @ \$590.00 each / \$63,720.00
(12) Product Water Tube Adapters @ \$64.74 each / \$776.88
(36) Head Seals @ \$35.60 each / \$1,281.60
(2) 5.3oz Tubes of Molykote 111 @ \$29.50 each / \$59.00
(6) Thrust Cones @ \$56.00 each / \$336.00
(60) Spacers @ \$4.20 each / \$252.00
(18) Adapter Seals @ \$9.00 each / \$162.00

Freight Options:

Priority 2-Day Service @ \$1,100.63
Economy 5-Day Service @ \$ 1000.07

(2) Technical Service Persons for 2 to 3-days @ \$3,000.00 total

Note: King Lee Technologies has performed over 25 large municipal installations, we will lead the removal and installation and train your operators.

Best Regards,

[Rick May](#)

Rick May
King Lee Technologies
8949 Kenamar Dr. #107
San Diego, CA. 92121
O: 858-693-4062
M: 858-342-3744
E: rickmay@kingleetechnology.com



STAFF SUMMARY

**Board of Trustees Meeting
November 8, 2023**

DATE: November 4, 2023

AGENDA ITEM NUMBER: 6

TOPIC: Consideration of Resolution No. 46-2023 – A Resolution Approving a Commercial Card Agreement Between the Town of Wiggins and UMB Bank and Designating the Town Manager as Commercial Card Program Administrator

STAFF MEMBER RESPONSIBLE: Tom Acre, Town Manager

BACKGROUND

The Town of Wiggins currently uses BMO (formerly Bank of the West) as the Town's credit card issuer. The BMO credit cards are issued to the Town Manager, Town Clerk Chief of Police, and Public Works Supervisor as department specific cards. Other staff, when they need to purchase something for the Town using a credit card, borrow and use their department specific credit card. The BMO credit card account, is a Business Credit Card and adding something such as the Town's Tax-Exempt number has not been possible.

BMO has not been the easiest to work with, especially as of late. Staff has encountered issues such as authorized users that were changed or listed previously are found to not be reflected, and users that were removed, are still listed on the credit card account. The Police Department card was compromised, when we tried to valid the new card, the Chief of Police who has been an authorized user for a couple years, was not allowed to take that step.

SUMMARY

Staff's preference and common practice is to issue employees a purchasing card with set spending limits. With changes in technology, it is possible to set things up such that operational efficiencies can be gained related to receipt handling. Each card holder can will be required to upload their receipts and code them to appropriate budget item. Reducing the potential of lost receipts and saving time for the Town Clerk/Treasurer when paying bills.

FISCAL IMPACT

Approval of a Resolution Establishing UMB Bank as the Purchasing Card Issuer for the Town Staff will not have a negative impact on the adopted budget.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES

Providing Staff the appropriate resources and efficient methods to accomplish tasks supports the goals and objectives of being good stewards of the Town’s resources.

MOTION FOR APPROVAL

I make a motion to adopt Consideration of Resolution No. 46-2023 – A Resolution Approving a Commercial Card Agreement Between the Town of Wiggins and UMB Bank and Designating the Town Manager as Commercial Card Program Administrator

ACTION REQUESTED

MOTION, SECOND, ROLL-CALL VOTE

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

**TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 46-2023**

A RESOLUTION APPROVING A COMMERCIAL CARD AGREEMENT BETWEEN THE TOWN OF WIGGINS AND UMB BANK AND DESIGNATING THE TOWN MANAGER AS COMMERCIAL CARD PROGRAM ADMINISTRATOR

WHEREAS, the Town desires to engage the services of UMB Bank, n.a., to provide purchasing cards, programs and services for use in connection with Town business (the “Program”); and

WHEREAS, a Commercial Card Agreement (the “Agreement”) has been proposed between the Town and UMB Bank, n.a.; and

WHEREAS, the Board of Trustees by this Resolution desires to approve such agreement and authorize its execution; and

WHEREAS, the Board of Trustees further desires to designate the Town Manager, or his or her designee, as the Commercial Card Program Administrator (“Program Administrator”), to have all the powers and responsibilities of the Program Administrator as set forth in the Agreement.

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

Section 1. The Commercial Card Agreement between the Town of Wiggins and UMB Bank, n.a. (the “Agreement”), is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Town Manager is authorized to execute the Agreement, except that the Town Manager is hereby granted the authority to negotiate and approve such revisions to said Agreement as the Town Manager, in consultation with the Town Attorney, 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.

Section 3. The Town Manager, or his or her designee, is hereby designated as the Commercial Card Program Administrator (“Program Administrator”), and is hereby authorized to exercise all the powers and responsibilities of the Program Administrator as set forth in the Agreement.

Section 4. The Mayor, Town Manager, Town Clerk, and Town staff are hereby authorized to execute such other documents as are necessary to implement the Agreement, and Town staff is authorized and directed to make payments under the Agreement for which funds are legally available.

**INTRODUCED, ADOPTED, AND RESOLVED THIS 8th DAY OF NOVEMBER,
2023.**

TOWN OF WIGGINS, COLORADO

Chris Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk

**TOWN OF WIGGINS, COLORADO
CERTIFICATION OF THE TOWN CLERK**

I, Nichole Seiber, as Town Clerk for the Town of Wiggins, a Colorado municipal corporation, hereby certify:

1. As Town Clerk, I am the official custodian of the records of the Town of Wiggins, and I have been duly authorized by the Wiggins Board of Trustees to provide this Certification to UMB Bank, n.a.

2. The Board of Trustees, at a public meeting on November 8, 2023, at which a quorum was present and acting throughout, duly adopted and approved foregoing Resolution.

IN WITNESS WHEREOF, I have hereto set my hand and the seal of the Town this ____ day of _____, 2023.

Nichole Seiber,
Town of Wiggins Town Clerk



COMMERCIAL CARD AGREEMENT

THIS COMMERCIAL CARD AGREEMENT (the "Agreement"), is made and entered into this ____ day of _____, 20__ (the "Effective Date"), by and between _____ (the "Client"), a _____, with its primary place of business being located at _____, and UMB Bank, n.a. ("UMB"), a national banking association, with its primary place of business being located at 1010 Grand Boulevard, Kansas City, Missouri 64106.

WHEREAS, Client wishes to implement a program under which UMB will issue purchasing, travel and entertainment and/or accounts payable virtual credit cards, as further described in this Agreement, for use in connection with Client’s business (each, a "Commercial Card" and together, "the "Commercial Card Program" or "Program"); and

WHEREAS, UMB is willing to provide the Program to Client on the terms set forth in this Agreement, including the Exhibits hereto;

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants hereinafter given, and for other good and valuable consideration, the parties agree to each and every term and condition of this Agreement as set forth below:

ARTICLE I
Engagement of UMB for Services

As of the Effective Date of this Agreement, Client engages UMB to develop and assist Client in implementing a Commercial Card Program as described in this Agreement (including the Exhibits), and UMB agrees to provide Client with such Program, all in accordance with and subject to the terms and conditions of this Agreement.

This Agreement governs any Commercial Card (as defined above) issued by UMB for use by Client and its designated subsidiaries, affiliates, and their respective employees, agents, representatives and other authorized users (collectively, "Users"). For purposes of this Agreement, "Card" means individually and collectively, all Commercial Cards and account numbers issued by UMB to Client and its Users, and the associated accounts, whether used in "card present" or "card-not-present" transactions (including, without limitation, "virtual" single-use card account numbers, virtual cards in mobile wallets). Transactions made using a Card constitute extensions of credit by UMB to Client and not to individual Users.

ARTICLE II
Standard of Care

UMB shall perform its duties and responsibilities under this Agreement using the level of care and professionalism consistent with standards generally used by the U.S. issuers of commercial cards when providing similar services for their clients, but never using less than a commercially reasonable level of care.

Should Client request UMB to provide additional services for the Client relative to and in connection with the purpose and requirements of this Agreement, Client will compensate UMB for such services rendered and expenses reasonably incurred in the amount and rates mutually agreed to in writing by the Client and UMB.

ARTICLE III **Program Administrator(s)**

Client shall designate and maintain for the life of the Program at least one Program Administrator, who will have full authority to administer the Program on behalf of Client. The initial Program Administrator(s) and related contact information is set forth in Exhibit B. Client represents and warrants that Client's designation of such Program Administrator(s) has been authorized by all necessary organization action on Client's part.

Any Authorized Signer for Client, as evidenced by its Organization Resolution and Agreement or other authority documentation on file with UMB, may revoke the authority of a Program Administrator or add new Program Administrators upon written notice to UMB. UMB shall have a reasonable period of time to act on any notice from Client that adds or changes a Program Administrator.

Each Program Administrator, acting singly, may provide instructions to UMB with respect to the following matters, without limitation: issuance of Cards to individual Users, establishment of and changes to credit limits on individual Cards, notification of disputed transactions, lost or stolen cards, termination of individual Cards, transaction restrictions, and Cardholder billing addresses or telephone numbers and changes. UMB is authorized to rely on written, electronic or telephonic instructions it receives from the Client's Program Administrator(s) regarding any aspect of the administration of the Program.

The Program Administrator shall notify UMB of any additions or deletions of Users to whom UMB may issue Cards under this Program and any transaction limitations or restrictions placed on the Program as a whole, and on the spending limits of any User, the User's contact information, and any other necessary information in order for UMB to issue and send the Cards.

Notwithstanding any other provision of this Agreement to the contrary, if Client uses UMB's commercial card portal (www.commercialcard.umb.com) to administer its Commercial Card Program, Client agrees that the primary Program Administrator named on Exhibit B has full authority to substitute, remove or designate additional Program Administrators, each of whom shall have the full authority of a Program Administrator as described in this Agreement, including authority to designate other Program Administrators, and that written notice signed by an Authorized Signer of Client is required only to change the primary Program Administrator.

ARTICLE IV **Program Controls; Card Management Tools**

UMB will make available the certain types of controls and features for Client's Commercial Card Program which are normally accepted as the banking "industry standard" for Commercial Cards.

Such controls and features shall be as selected by Client from options that UMB makes available to its clients, and may include the following:

- a) Single dollar transaction limitations for each Card;
- b) Vendor category (SIC/MCC) blocking/de-blocking for each Card;
- c) Cash advance prohibition;
- d) Foreign currency transaction prohibition; and
- e) Individual and Consolidated Billing Statements.

Client will be solely responsible for determining who may be a Card User under the Commercial Card Program. Client will be responsible to promptly terminate the Cards of Users who no longer need a Card or are no longer with the Client; UMB encourages clients to use its commercial card platform (www.commercialcard.umb.com) for that purpose.

UMB's commercial card platform provides clients with an online user interface to help clients administer and manage its Cards under the Commercial Card Program (including tracking balances on each Card). Users will also have the ability to sign up with UMB for online access to review individual Card activity and to obtain balance information. Each User's online access will be limited to information related to the specific User's Card.

UMB will utilize a network model program to monitor transactions for potential fraud, subject to Article VIII of this Agreement.

ARTICLE V **Permitted Uses of Cards**

Cards may be used for Client-related purchasing, travel and entertainment, general payables and fleet purchases, to the extent such functionality is offered to Client by UMB.

Client agrees that it shall cause the Cards to be used for lawful business purposes only. In no event shall any Card be used for any transaction that is unlawful or illegal under any applicable law, including but not limited to, "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder.

Client acknowledges that all Cards issued for this Program are the property of UMB. Physical Cards must be surrendered to UMB or destroyed upon request. Virtual Cards may be cancelled by UMB in accordance with the terms of this Agreement.

ARTICLE VI **Instruction on Card Use**

Client will be responsible for instructing Users on the permitted uses of Cards, any limitations on amount of credit available to an individual User, permitted and prohibited categories of Card use as determined by Client, and any internal Client reporting requirements associated with Card use. Client will use reasonable efforts to ensure its Cardholders abide by restrictions, limitations, and policies that are applicable to their accounts, and will promptly notify UMB of lost or stolen Cards by contacting the Call Center number listed on the back of the Card.

ARTICLE VII
Payment; Credit Limit;
Interest Accrual on Late Payments

Except as otherwise provided in Article VIII below (“Liability for Unauthorized Use”), Client agrees to pay UMB, when due, the total of all transactions made with Cards that have been authorized by Client in the manner set forth in this Agreement. Client also promises to pay the total of all other fees and charges due on the Cards, as stated in this Agreement.

Client agrees that the total of all transactions charged to all Cards and account numbers issued hereunder outstanding at any time shall not exceed Client’s Credit Limit. Client’s initial Credit Limit will be disclosed to Client upon approval of Client’s application to participate in the Commercial Card Program. Client’s Credit Limit may be changed from time to time, as set forth more fully in Article XVI (“Changes to the Agreement or Credit Limit; Other Changes”). Client agrees that Client is responsible for repaying all authorized outstanding charges under the Cards, whether or not those charges exceed Client’s Credit Limit. The termination or expiration of this Agreement does not affect Client’s obligation to pay all amounts owed pursuant to this Agreement.

Client agrees to pay UMB for all transactions entered into by its Users pursuant to the terms of this Agreement and billed on a periodic monthly statement(s) by the next billing date or within 30 days of the billing date of the monthly periodic statement(s), whichever is earlier, irrespective of when or whether the goods or services purchased were received or accepted. Payment of the entire monthly statement balance in full, less any billing error disputes, will be due each month. Payments made later than 30 (thirty) days past the due date may, at UMB’s option, result in temporary suspension of Client’s right to continued use of Cards for purchases, including the blocking of point-of-sale transactions, cancellation of accounts, and the accrual of interest charges and late fees. Unless expressly otherwise agreed to in writing by UMB, the maximum period of time covered by a billing period shall be one month. Late payments may also affect any revenue share paid to Client pursuant to this Agreement.

If Client fails to make payment on any amount due under the Cards within 30 days after the Due Date, UMB reserves the right to retroactively assess interest on any unpaid balance on the unpaid amount from the date of each purchase until paid. The applicable interest rate is determined monthly by adding 8.00% to the “Prime Rate” for purchase advances, and 12.00% to the “Prime Rate” for cash advances, however, in no instance shall the “Prime Rate” used to calculate the interest rate under this Agreement be less than 5.25%. As used in this Agreement, the “Prime Rate” means the Prime Rate as disclosed in the “Money Rates” section of *The Wall Street Journal* on the 15th day of each month, or on the next business day, if the 15th day of a month falls on a weekend or holiday. Changes in the interest rate under this Agreement shall be effective on the first day of the billing cycle following a change in the published Prime Rate. If more than one Prime Rate is listed, the highest published Prime Rate will be used to determine the interest rate under this Agreement. If at any time, *The Wall Street Journal* ceases to publish the Prime Rate, UMB will select a new index that performs comparably, and such new index will be used to calculate the interest rate under this Agreement.

ARTICLE VIII
Liability for Unauthorized Use

Except as otherwise set forth in this Agreement, Client shall be liable for all unauthorized use of the Cards in any amount at any time, unless and until Client has notified UMB that the Card or Card number has been lost, stolen or misappropriated or that the User in whose name the Card has been issued is no longer authorized to use the Card.

Notification concerning unauthorized use shall be made by Client calling the Commercial Card Call Center number most recently provided by UMB (which is also provided in Exhibit B). Client shall cooperate with UMB with respect to any such claim, including completing any required written claims documentation reasonably requested by UMB to enable UMB to exercise its chargeback rights under the Visa Rules and assisting UMB to pursue recovery rights against potentially responsible parties. Client agrees that it will assist UMB in investigating claims related to any purported compromised use of Cards within the require time frames required under the Visa rules. Client shall be responsible for full payment of all purchases, fees and charges incurred prior to such notification, regardless of when they were actually posted to Client's account.

Notwithstanding the foregoing, Client will not be liable for unauthorized use resulting from transactions made with a Card that has been counterfeited; provided that (i) such unauthorized use was not facilitated by the gross negligence, intentional misconduct or fraud of Client or any of its Users, and (ii) Client timely submits a dispute with respect to such unauthorized use in accordance with the provisions of Article XI below ("Billing Disputes; Chargeback Requests"). For the sake of clarity, transactions made with a Card that has been counterfeited for which the Client shall not be liable are those transactions made with a counterfeit account at a merchant.

In addition, to the extent the Client participates in the Visa Liability Waiver Program, Client shall not be liable for unauthorized use for those transactions otherwise constituting "Waivable Charges" under the Program. A summary of the Visa Liability Waiver Program is included in this Agreement as Exhibit C.

ARTICLE IX
Users Not Liable to UMB for Credit Extended

Client acknowledges that UMB is not extending credit to its Users, but that such credit is being extended to and for the benefit of Client. Therefore, Client shall at all times remain liable for all credit being extended under the Commercial Card Program. Any request for a Card to be issued under the Commercial Card Program shall be at discretion of Client, subject to the terms of this Agreement.

ARTICLE X
Visa Liability Waiver Program

Subject to applicable Visa terms and conditions, Client may be eligible for coverage under the Visa Liability Waiver Program, which provides coverage under certain circumstances for misuse of the Card by its authorized Users. Client should review Exhibit C to this Agreement for a summary of the terms and conditions of coverage of the Visa Liability Waiver Program attached as Exhibit C for a summary of the terms and conditions of coverage.

UMB believes that the Visa Liability Waiver Program summary accurately states the requirements for such coverage as of the date of this Agreement. However, the terms of such coverage are contained in a policy of insurance that is held by Visa, and those terms and conditions may change from time to time. Accordingly, UMB makes no representation or warranty as to the accuracy or completeness of the terms of Exhibit C, and does not undertake a contractual duty to Client to keep Exhibit C updated or to provide notice to Client of changes to the Visa Liability Waiver Program. Client acknowledges that the Liability Waiver Program is supplied by Visa and not by UMB.

ARTICLE XI **Billing Disputes; Chargeback Requests**

Client may dispute amounts reflected on a billing statement that Client reasonably believes to be incorrect because, for example, (i) the amount shown on the billing statement does not reflect the actual face value of the transaction as it was reflected on a merchant receipt or supplier's invoice, (ii) the transaction shown on the billing statement did not result from the use of a Card authorized by Client, or the Card was previously cancelled by Client, (iii) the statement reflects fees not properly accrued under this Agreement, or (iv) the transaction is disputable with the honoring merchant under applicable Visa Rules; however, such dispute is subject to the procedures and liability provisions set forth in this section or other sections of the Agreement.

In the event of a dispute, Client must notify UMB, by using its commercial card portal (www.commercialcard.umb.com), or by contacting the Commercial Card call center (at the number shown in Exhibit B) of its dispute **within sixty (60) days from the transaction date**.

Each notice of a Card billing dispute to UMB must contain the following information: (i) User name; (ii) Card account number; (iii) the dollar amount of any billing dispute or suspected error; (iv) reason that the client believes the bill is in error; and (v) a summary of the steps already taken with the merchant to resolve the matter. UMB will investigate the disputed amount and determine whether in UMB's view the amount is properly payable by Client. Until UMB completes its investigation and determines whether the amount is properly payable by Client, Client shall not be liable for the amount of the disputed transaction.

Client agrees that its failure to dispute a charge or other transaction within sixty (60) days from the transaction date shall constitute a waiver of any right the Client may have to dispute the charge under this Agreement.

In the event that transactions are posted to the accounts as a result of any circumstance under which the honoring merchant may be held liable under applicable Visa Rules, UMB will attempt to charge the transaction back to the merchant in accordance with those procedures. However, such attempted chargeback by UMB shall not relieve Client of liability to UMB for the amount of the transaction, even if the transaction amount may have been provisionally credited to the Client's account.

ARTICLE XII **Authorizations**

All transactions on Client's Cards are subject to prior approval by UMB ("Authorizations"). UMB reserves the right to limit the number of Authorizations given during any period of time (day, weekend, week, etc.), and UMB may deny an Authorization if UMB suspects that a Card is being used without Client's permission. In the event the Authorization system is temporarily unavailable, an Authorization may be unable to be given even though the transaction would not exceed the Credit Limit and the Card is in good standing. For security reasons, UMB cannot provide the details of how the authorization system works. UMB shall not be liable for failing to give any such Authorization. UMB may, but is not required to, authorize transactions that will cause the balance on the Card to exceed the Credit Limit of an individual Card or the Client's Credit Limit, and Client agrees it is liable for any such transactions. In addition, UMB reserves the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the Card transaction record or otherwise as engaged in such business.

ARTICLE XIII **Default**

The occurrence of any one of the following conditions or events shall, at the option of UMB, constitute an "Event of Default" by Client under this Agreement, in which case, any unpaid balances on all Cards under the Program shall become immediately due and payable, and UMB may make immediate demand for payment of such balances:

- (1) a payment is not made when due from Client or a payment to UMB is returned or reversed for any reason and such payment failure is not cured within thirty (30) days of the payment due date;
- (2) Client breaches a material term of this Agreement in any way, and such breach, if capable of a cure, is not cured within thirty (30) days following notice from UMB;
- (3) Client or any guarantor of Client's indebtedness hereunder defaults under the terms of (a) any other agreement with UMB or any of UMB's subsidiaries or affiliates, or (b) any loan, credit or similar agreement with any third party, and, in either case, such default is not cured within the applicable cured period, if any, set forth in such other agreement;
- (4) any judgment, lien, attachment or execution is issued against the Client or its property;
- (5) a bankruptcy petition is filed by or against Client or any guarantor of Client's indebtedness hereunder, and if filed against Client or any such guarantor, is not dismissed within thirty (30) days of the date of filing;
- (6) a significant change occurs in the ownership of Client or in a material portion of Client's business, unless Client promptly notifies UMB of such change and UMB waives its right to consider such change a default under this Agreement;
- (7) Client or any guarantor of Client's indebtedness hereunder becomes insolvent or is dissolved;

(8) there shall occur any material adverse change in Client's business or financial condition that would reasonably be expected to impair the prospect of payment or performance of Client's obligations under this Agreement;

(9) Client intentionally fails to submit required financial or other information that UMB deems necessary in order to properly monitor or review Client's performance or to determine Client's ability to continue to perform Client's obligations hereunder, and such failure is not cured within fifteen (15) days following notice from UMB;

(10) Client's outstanding balance under this Agreement exceeds the Credit Limit (excluding any over-the-limit amount authorized by UMB pursuant to Article XII hereof ("Authorizations"), and such over-the-limit amount is not repaid within three (3) Business Days after written notice to Client or on the next payment Due Date, whichever occurs first; or

(11) any financial statement or certificate furnished to UMB in connection with, or any representation or warranty made by Client or any other party under this Agreement, shall prove to have been incorrect, false or misleading in any material respect when furnished or made.

Upon the occurrence of an Event of Default, UMB may (i) terminate this Agreement, (ii) terminate one or more services, (iii) terminate one or more Cards, or (iv) decrease the Client's Credit Limit, all without further notice to the Client. In the event UMB refers your Account to an attorney who is not its salaried employee, Client agrees to pay all collection charges and expenses, including reasonable attorney's fees and litigation expenses, unless the charging of such amounts is prohibited by applicable law.

ARTICLE XIV **Term; Right to Terminate**

The initial term of this Agreement shall commence on the Effective Date and shall continue for five (5) calendar years, unless sooner terminated as provided in this Agreement. At the conclusion of the initial term or any renewal term, the Agreement shall automatically be extended on the same terms for additional one (1) year periods, unless written notice of non-renewal is provided by either party at least sixty (60) days prior to the end of the initial term or any renewal term. If UMB intends to change Client's Revenue Share at the end of the initial term or any renewal term, UMB shall give Client at least ninety (90) days advance notice of the new Revenue Share formula that shall apply to such renewal term.

Upon the expiration of this Agreement, (i) all Cards shall automatically expire, (ii) Client shall immediately, upon notice from UMB, destroy all Cards, (iii) Client will continue to be responsible for full payment of the current balance on the Cards and all purchases, fees and charges incurred before termination that post to Client's account after termination, including, without limitation, recurring transactions that post after termination, and (iv) any unpaid balances on the Cards shall become immediately due and payable.

If UMB terminates one or more Cards but not the Agreement, Client shall immediately, upon notice from UMB, destroy all terminated Cards and ensure that the User has been notified of such termination.

Upon termination of the Agreement, Client acknowledges and agrees that any and all collateral or guarantees in support of this Agreement will remain in place until payment in full of Client's obligations under this Agreement and for a period of ninety (90) additional days thereafter, in order to satisfy any potential trailing activity connected with the Cards, including potential reversals of chargebacks from merchants arising out of disputed Card transactions.

Client may, at any time, terminate the authority of any User to use a Card. Such termination by Client shall become effective upon written or electronic notice through the commercial card portal (www.commercialcard.umb.com), or by contacting the Commercial Card call center (at the number shown in Exhibit B).

ARTICLE XV **Exclusions from Liability**

UMB's liability for any default hereunder shall be limited to Client's actual money damages caused directly by UMB's breach of this Agreement (except to the extent such liability is further limited by the other terms of this Agreement), and UMB shall not be liable for any other matters whatsoever, including, without limitation: (i) any loss or damages arising from Client's or a User's use of the Card, including any claim that Client or User may have arising out of a possible defect in a product purchased through use of a Card or the failure on the part of any third party to perform any services purchased through use of a Card, or (ii) the inability of Client or a User to use the Card, or (iii) the unavailability of Card reports or authorization as a result of circumstances beyond UMB's control (such as, without limitation, fire, flood, or the disruption of power, phone or computer service), or (iv) transmission errors or data security problems, or other acts or omission, on the part of third parties (including, without limitation, third-party service providers in connection with transaction files sent to Client or its designee).

In no event shall either party be liable for any indirect, incidental, special, consequential or punitive damages, even if such party has been advised of the possibility of any such damages.

ARTICLE XVI **Changes to Agreement or to Credit Limit; Other Changes**

In addition to, and not in lieu of, UMB's termination rights in Article XIV above ("Term; Right to Terminate"), UMB may unilaterally, in its sole discretion, (i) change the Client's Credit Limit for any reason, including but not limited to changes as may be required by law, upon thirty (30) days' prior oral or written notice to Client, except that no prior notice is required if an Event of Default (as defined in Article XIII of this Agreement) has occurred and has not been cured to UMB's satisfaction, or if such change is required by applicable law to be implemented sooner than upon thirty (30) days prior notice, but in that case, UMB shall attempt in good faith to provide Client with as much prior notice as is reasonable under the circumstances; and (ii) except as otherwise provided in the Agreement or any Exhibit, UMB may change any of the terms of this Agreement or any Exhibits hereto upon ninety (90) days prior written notice to Client. The parties expressly recognize that UMB's right to change any Revenue Share payable to Client shall be governed by Exhibit D and not by this Article XVI.

Client may change a designated Program Administrator or another attribute of a Card that is within the control of Client, such as an address, Card credit limit, or terminate a Card, upon the

Program Administrator's notice in writing or via the maintenance feature in the commercial card portal (www.commercialcard.umb.com), or by contacting the Commercial Card call center (at the number shown in Exhibit B).

Except as set forth herein, all changes to this Agreement must be in writing and executed by both parties.

ARTICLE XVII **Foreign Transactions**

If permitted by Client's Card Program, when a Card is used in a transaction in which the User or the merchant is located outside the United States, the transaction will be settled in U.S. Dollars. You may be able to use your Account to receive Advances in a currency other than U.S. dollars. When that happens, Visa USA or other applicable payment card network will convert the advance into a U.S. dollar amount. The payment card network will use its currency conversion procedures in effect when it processes the transactions. The conversion rate in effect on the processing date might differ from the rate in effect on the transition or posting date. The rate used may vary from the rate the payment card network itself receives. UMB will charge the Foreign Transaction Fee shown in Exhibit A for any advance occurring outside the United States or a U.S. territory. This fee is in addition to any other rates or fees that may apply to foreign transactions, which could be applied depending on the type of transaction that you engage in outside of the United States or a U.S. Territory.

ARTICLE XVIII **Financial Information**

Promptly upon UMB's request, Client shall provide, in form and detail satisfactory to UMB, current annual financial statements and supporting footnotes and schedules.

ARTICLE XIX **No Waiver; Right of Set-Off**

Neither party's failure to exercise any right or to pursue any remedy under this Agreement or otherwise shall constitute a waiver thereof. UMB shall have the right to, in its sole discretion, set-off or recoup any obligation of Client to UMB under this Agreement or otherwise against any obligation UMB owes to Client, including a set-off against any deposit account(s) Client has with UMB to the extent permitted by law. Client may not exercise any right of offset for any claim Client may have against UMB against the obligations of Client to pay arising under this Agreement.

ARTICLE XX **Compensation and Expenses**

UMB will not charge annual fees, or its costs with respect to, labor, expenses, subsistence or transportation of UMB employees, for services rendered by UMB under and during the term of this Agreement. Miscellaneous fees and expenses related to the Program, such as late payment fees, Card artwork and set-up fees, may be itemized in Exhibit A.

Fees or charges, interchange revenue or other sums received by UMB from parties other than the Client as a result of transactions associated with the Commercial Card Program shall remain the sole right and property of UMB.

Exhibit D may provide for the payment by UMB to Client of a portion of its share of interchange revenue received from the Card Association in connection with the Program, but the inclusion of a revenue share provision in Exhibit D shall not be construed as an assignment by UMB of such revenue to Client.

ARTICLE XXI **Confidential and Proprietary Information**

Client and UMB acknowledge and agree that, in connection with this Agreement, it may be necessary and/or desirable to exchange Confidential Information (as defined below). For the purposes hereof, "Confidential Information" means all non-public, confidential or proprietary information of a party that is disclosed by such party (a "Disclosing Party") (including by any of its Representatives (as defined below) to the other party (the "Receiving Party") under or in connection with this Agreement, and includes, without limitation, financial, technical, or business information relating to the Disclosing Party, including trade secrets, marketing or business plans, strategies, forecasts, budgets, projections and pricing, and customer and supplier information. Notwithstanding the above, Confidential Information does not include information that: (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party or its Representatives in violation of this Article XXI; (ii) is already known by the Receiving Party at the time of its disclosure by the Disclosing Party and was not Confidential or proprietary at the time it was disclosed; (iii) is or becomes available to the Receiving Party from a source not known to the Receiving Party to be under an obligation of confidentiality to the Disclosing Party; or (iv) is independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information.

For a period of two (2) years following its disclosure to the Receiving Party, the Receiving Party will: (i) keep Confidential Information confidential and not disclose it to any other person or entity; except disclosures (A) to federal and state bank examiners, and other regulatory officials having jurisdiction over the Receiving Party, as applicable, (B) to the Receiving Party's Representatives, (C) in the case of UMB, to i) the Card Association whose logo is on the Cards, and ii) third party payment industry service providers with whom UMB has a business relationship and has entered into a non-disclosure agreement covering such Confidential Information, (D) as required by applicable law or legal process in the opinion of the Receiving Party's counsel or any of its Representative's counsel, as applicable, or (E) otherwise authorized in writing by the Disclosing Party; and (ii) use Confidential Information only in connection with this Agreement (including the evaluation, negotiation, implementation, administration and enforcement hereof).

For purposes hereof, "Representatives" means a party's or any of its affiliates' officers, employees, agents, legal counsel, auditors or other professional advisors who need to know Confidential Information in connection with this Agreement (including the evaluation, negotiation, implementation, administration and enforcement hereof). The Receiving Party will be responsible for any failure of its Representatives to treat the Confidential Information as confidential in accordance with the terms and conditions of this Agreement. In the event that

the Receiving Party or any of its Representatives is, in the opinion of its counsel, required by applicable law or legal process to disclose any Confidential Information under clause (i)(D) in the paragraph immediately above, then the Receiving Party, unless prohibited by law, will provide notice of such disclosure to the Disclosing Party so that the Disclosing Party, at its sole option (but without an obligation to do so) and at its sole expense, may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Article XXI. For the sake of clarity, no such prior notice will be required for other disclosures permitted under the above paragraph.

Following any termination of this Agreement, upon the Disclosing Party's request, the Receiving Party will use commercially reasonable efforts to destroy all copies of Confidential Information then in the possession of the Receiving Party; provided, however, that the Receiving Party may retain such copies as are required by applicable law or in accordance with its customary records retention practices and procedures (any Confidential Information so retained will be held by the Receiving Party subject to this Agreement, notwithstanding the termination thereof).

If there is a breach of this Article by either party, the other party will have the right to seek any and all remedies at law or in equity, including without limitation appropriate injunctive relief or specific performance. The protections afforded to Confidential Information hereunder are in addition to, and not in lieu of, the protections afforded under any applicable trade secrets or other laws.

ARTICLE XXII **Assignment**

UMB may assign, transfer, or convey this Agreement or any of its rights and obligations hereunder without the prior written consent of the Client. But in no event shall any assignment, transfer, conveyance or disposition relieve UMB from liability for performance of its obligations under the terms of this Agreement.

If UMB decides to have certain Commercial Card Program services provided by one or more subcontractors, those subcontractors shall at all times remain under the direction and control of UMB and not the Client. UMB will remain fully liable to the Client for the proper discharge of all the services required in this Agreement, regardless of who performs them.

Client may not assign this Agreement or any of its rights, interest or obligations hereunder (by operation of law or otherwise).

ARTICLE XXIII **Independent Contractor**

Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between UMB and Client.

ARTICLE XXIV **Agreement Status**

This Agreement is and shall be deemed an independent contract for services, and UMB and all persons providing services on behalf of UMB under this Agreement shall be deemed

independent contractors and shall not be deemed under any circumstances employees of the Client.

UMB accepts full responsibility for payment of unemployment insurance, workers compensation insurance and social security taxes as well as all income tax deductions and other taxes or payroll deductions required by law for its employees engaged in the performance of work under this Agreement.

ARTICLE XXV
Waiver of Breach

The waiver by any party hereto of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by either party shall not constitute a waiver. Until complete performance or satisfaction of all provisions of this Agreement, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

ARTICLE XXVI
Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively referred to as "notices") which may be required or desired to be given by either party to the other shall be in the form of email or writing made by personal delivery or sent by United States mail, postage prepaid, or be sent by overnight delivery, prepaid, addressed as follows (unless otherwise notified):

CLIENT: _____

Attn: _____
E-mail: _____

UMB: UMB Bank, n.a.
1010 Grand Blvd
Kansas City, Missouri 64106
Attention: Dennis Wegner, Senior Vice President, Card Group Product
Manager

ARTICLE XXVII
Governing Law

This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Missouri, without regard to principles of conflicts of laws.

ARTICLE XXVIII
Forum Selection and Consent to Jurisdiction

ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF MISSOURI OR IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI. EACH PARTY HERETO HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF MISSOURI AND OF THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. EACH PARTY HERETO FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF MISSOURI. EACH PARTY HERETO HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

ARTICLE XXIX
Waiver of Jury Trial

EACH PARTY HERETO, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH, ANY OF THE OTHER OBLIGATIONS HEREUNDER, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY CARD RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH THE UMB AND THE CLIENT ARE ADVERSE PARTIES, AND EACH AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE UMB GRANTING ANY FINANCIAL ACCOMMODATION TO THE CLIENT.

ARTICLE XXX
Severability

All agreements, covenants and clauses contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

ARTICLE XXXI
Counterparts; Electronic Records

This Agreement and any and all exhibits, amendments or documents executed in connection herewith, whether now or in the future, may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. Client acknowledges and agrees that this Agreement and any and all exhibits, amendments or documents executed in connection herewith, whether now or in the future, are a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of this Agreement may, at the option of UMB, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. Client acknowledges and agrees that upon conversion to an electronic record as authorized herein such electronic record shall be the record of the transaction and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. Client waives any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. Client agrees that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, Client authorizes and agrees to destruction of the paper documents by UMB upon conversion of the paper documents to a digital or electronic record.

ARTICLE XXXII
Entire Agreement

This Agreement, together with all documents incorporated herein by reference, represents the entire agreement between the Client and UMB with respect to the provision of services required of UMB for the Client under this Agreement, and supersedes all prior agreements, negotiations, representations, understandings or promises, whether oral or written between the parties pertaining to or in connection with this Agreement. The following is made part of this Agreement in compliance with MO. REV. STAT. SECTION 432.047:

ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

ARTICLE XXXIII
Force Majeure

The Client or UMB shall be excused from performance under this Agreement for any period that the Client or UMB is prevented from performing any services, in whole or in part, as a result of an Act of God, fire, loss of electrical power or computer service, failure of a third-party service provider or any other act or event not within the reasonable control of the party prevented from performing.

ARTICLE XXXIV
Mutual Representations and Warranties.

CLIENT and UMB each represents and warrants to the other that:

- (a) It is organized and existing in good standing under the laws of the state in which it is organized (or in the case of UMB, under the laws of the United States);
- (b) It has all necessary power and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (c) The execution and delivery of this Agreement and the consummation of the transactions contemplated in this Agreement have been authorized by all necessary organizational actions on its part; and
- (d) It has no legal, contractual, or other material obligations that conflict in any material respect with, or are inconsistent in any material respect with, the performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Commercial Card Agreement by their duly authorized representatives as of the Effective Date set forth above.

CLIENT

UMB BANK, N.A.

By: _____
Name: _____
Title: _____

Date signed: _____

By: _____
Name: _____
Title: _____

Date signed: _____

List of Exhibits:

Exhibit A: Fee Schedule

Exhibit B: Program Administrators and UMB Commercial Card Customer Service Contacts

Exhibit C: Visa Liability Waiver Program

[Exhibit D (if applicable): Confidential Revenue Share Exhibit]*

[Exhibit E if applicable): Visa Payables Automation Addendum**]

**UMB COMMERCIAL CARD AGREEMENT
EXHIBIT A
FEE SCHEDULE**

Client: _____

FEES:

One Time Custom Integration	\$ 0
One Time Implementation	\$ 0
Cash Advance	Three percent (3%) of the amount of the Cash Advance, with a \$10.00 minimum and no maximum on the amount of the fee.
Late Charge	\$15.00 if New Balance is less than \$100.00; \$29.00 if New Balance is from \$100.00 to \$999.99; \$39.00 if New Balance is \$1,000 or more
Returned Payment	\$ 29.00
Foreign Transaction	Two percent (2%) of the amount of the transaction
Custom Card Artwork	\$ 0
Rush or Expedited Card Delivery	\$ 0
Additional Training	\$ 0
OCR Receipt Imaging	\$ 1,000
Other	\$ N/A

**UMB COMMERCIAL CARD AGREEMENT
EXHIBIT B
PROGRAM ADMINISTRATOR(S)**

Client: _____

The following persons are named as Program Administrator for Client, in accordance with Article III of the Commercial Card Agreement:

Program Administrator (Primary)
Main point of contact for day to day business

(Name/Title)

(Mailing Address)

(City/State/Zip Code)

(Telephone)

(Fax)

(Email Address)

Program Administrator (Additional)

(Name/Title)

(Mailing Address)

(City/State/Zip Code)

(Telephone)

(Fax)

(Email Address)

COMMERCIAL CARD CALL CENTER:

UMB Commercial Client Advisors:

Direct Line: [1-855-698-8050](tel:1-855-698-8050)

Commercial.bankcards@umb.com

M-F 8am-6pm CST

Fraud Ver.: [1-800-337-3392](tel:1-800-337-3392)

Fax: [816-843-2485](tel:816-843-2485)

**UMB COMMERCIAL CARD AGREEMENT
EXHIBIT C
VISA LIABILITY WAIVER PROGRAM**

The Visa® Liability Waiver Program is one of the most valuable core benefits of the UMB Visa Commercial Card—offering the security and coverage you need to do business with complete confidence. This program protects you against eligible losses that might be incurred through card misuse by a terminated employee. While cardholder misuse is rare, Visa has recognized that it does occur. That is why Visa continues to offer this program, which waives certain eligible charges when an employee misuses Visa Commercial Card privileges.

Visa Liability Waiver Program Benefits include:

- Automatic enrollment
- No deductible and no extra cost
- No maximum cap per the Client
- Coverage up to \$100,000 per eligible cardholder
- Coverage for cash advances, officers and ghost accounts
- Simplified claim procedures
- Coverage for non-employee contract workers in cases where the Client is fully liable for payment of all charges to UMB

What is the Visa Liability Waiver Program?

The Client has established a Visa Commercial Card account (“Account”) with UMB and may request that UMB waive the Client’s liability for certain charges in accordance with the Visa Commercial Card Liability Waiver Program (“Program”). Visa has arranged insurance coverage to provide payment to UMB for covered losses and will administer the Program.

UMB may waive the Client’s liability for waivable charges up to \$100,000 per Visa Commercial Card Cardholder and be reimbursed by the Program Underwriter (“Program Underwriter”) provided both UMB and the Client have satisfied all Program obligations.

1. UMB is the Visa Member which issues Visa Commercial Card Accounts to the Client for use by designated employees.
2. The Client has signed a Visa Commercial Card Account agreement with UMB, and subsequently issues Visa Commercial Card Accounts for use by persons designated by the Client.
3. “Eligible Cardholder” means a person designated by the Client who is authorized by the Client to use the Visa Commercial Card Account for Client business purposes only.
4. “Charges” shall mean all amounts, including cash disbursements, charged to the Client’s Visa Commercial Card Account with UMB.
5. “Affidavit of Waiver” shall mean a written request or claim form sent from the Client requesting UMB to waive the Client’s charges in accordance with the terms and conditions of the Program.
6. “Billed” or “Unbilled” with respect to any Charge shall be based upon the date of the UMB statement.
7. “Notification of Termination” of the Cardholder’s employment shall mean the date the Cardholder gives or receives oral or written notice of immediate, or pending termination, or the date the Cardholder leaves the Client’s service, whichever is earlier.

What are Waivable Charges?

“Waivable Charges” shall mean Charges incurred by a Cardholder or other authorized person which:

1. do not benefit the Client directly or indirectly; or in cases where UMB bills the Cardholder, benefit the Client directly or indirectly, and the Client has reimbursed the Cardholder but the Cardholder has not paid UMB; and
2. (i) are Billed within seventy-five (75) days preceding Notification of Termination, or
(ii) are incurred but Unbilled as of Notification of Termination, or
(iii) are incurred up to fourteen (14) days after Notification of Termination; provided, however, that UMB has received a request to cancel the Cardholder Account within two (2) business days of Notification of Termination. There will be no coverage after Notification of Termination, as defined, unless notice to cancel the Cardholder Account is received by UMB within two (2) business days; and
3. are the responsibility of the Client and/or Cardholder for payment to UMB.

What are not Waivable Charges?

The following are not Waivable Charges and are not covered by the policy:

1. Charges made by partners, owners, or principle shareholders who own more than five percent (5%) of the Client’s outstanding shares, elected directors, or persons who are not employees of the Client. Note that in cases where the Client is fully liable for payment for all charges to UMB, contractors of the Client will be considered to be eligible cardholders.
2. Interest or fees imposed by UMB on outstanding unpaid charges.
3. In cases where UMB invoices the Cardholder, any amount on a check submitted by a Cardholder which is not paid by the Cardholder’s drawee financial institution as not sufficient funds or due to a closed account, if the Cardholder has, within the last (12) twelve months, submitted any other check to UMB which was not paid in full by the Cardholder’s drawee financial institution as not sufficient funds or due to a closed account.
4. Charges incurred to purchase goods or services for the Client or for the persons other than the Cardholder pursuant to the instructions of the Client, in accordance with Client policy, if those goods or services are of the type which are regularly purchased by or for the Client. However, these charges would be Waivable in cases where UMB bills the Cardholder, and the Client has reimbursed the Cardholder, but the Cardholder has not paid UMB.
5. Charges incurred by the Cardholder after Notification of Termination unless UMB receives a request from the Client to cancel the Account within two (2) business days of Notification of Termination. If cancellation of the Account is received by UMB within two (2) business days, then coverage will be afforded fourteen (14) days from Notification of Termination, but not beyond.
6. Charges incurred by the Cardholder more than fourteen (14) days after Notification of Termination or billed earlier than seventy-five (75) days prior to Notification of Termination.
7. Charges resulting from either a lost or stolen Visa Commercial Card or bankruptcy/insolvency of the Client.
8. Cash advances, after Notification of Termination, shall be limited to \$300 per day, or a maximum of \$1,000 whichever is less.

9. Charges incurred by a Cardholder after discovery by the Client of any fraudulent or dishonest act on the part of the Cardholder.

What are the Client's obligations?

The Client may request that UMB waive the Client's liability for Waivable Charges only if the Client meets all of the following requirements:

1. The Cardholder's employment is terminated, voluntarily or involuntarily.
2. The Client has one (1) or more Accounts in good standing.
3. The Client must attempt to retrieve the Visa Commercial Card from the employee.
4. The Client must request that the UMB cancel the Account within two (2) business days of Notification of Termination, as defined. Failure to notify within two (2) business days will exclude coverage for any Charges incurred after Notification of Termination.
5. The Client must deliver to the Cardholder or send by first-class mail or fax, a written notice stating that the Account has been cancelled, that the Cardholder should immediately discontinue all use of the Account, that the Cardholder must immediately pay any outstanding amounts owed to UMB, and that the Cardholder must immediately return the Visa Commercial Card to the Client.
6. The Client must send a completed and signed Visa affidavit of Waiver claim form with all required documentation to UMB within ninety (90) days of Notification of Termination. All claim documents must be filed with the Program Underwriter within one hundred eighty (180) days from Notification of Termination.
7. The Client shall promptly give written notice to UMB in cases where UMB invoices the Cardholder, if the Client knows or should know that a Cardholder is receiving reimbursement for Charges but is not paying UMB for those Charges.
8. The Client will remit all such amounts to UMB if the Client recovers any amounts for Waived Charges from any source after the Client has filed a Visa Affidavit of Waiver claim form with UMB. The Client agrees to assign any rights it may have to collect such amounts from the Cardholder to the Program Underwriter. However, the Client will not be required to pay UMB any amount that exceeds the loss sustained by UMB.
9. Once a claim has been paid for a given person, no future claims will be considered.

What are UMB's Obligations?

In order to receive insurance reimbursements from the Program Underwriter, UMB must:

1. Enforce all of the Client's obligations under its Visa Commercial and Business card accounts agreements, and use reasonable efforts to enforce all of the Client's obligations set forth under the Client's obligations above.
2. Provide the Client with a Visa Affidavit of Waiver claim form and a sample Employee Account Cancellation Notification Letter and Account Cancellation Request.
3. Provide the Client with copies or a description of the Waivable Charges billed during the waiver period.
4. Make diligent efforts in accordance with its usual credit and collection practices to collect the Charges from the Cardholder or other responsible party and have failed to obtain full payment for said Charges within sixty (60) days from the Notification of Termination.

5. Assign any uncollected Charges to a collection agency for collection, with the net proceeds (up to \$100,000) to be paid to the Program Underwriter.

6. File a Visa Affidavit of Waiver claim form with the Program Underwriter within one hundred eighty (180) days of Notification of Termination and no earlier than sixty (60) days after Notification of Termination and provide the Program Underwriter with the following documentation:

- a) A list of Waivable Charges and written evidence that they are Waivable Charges as defined above.
- b) In cases where the Cardholder was reimbursed by the Client but failed to pay UMB, proof that the Cardholder was reimbursed by the Client (for claims over \$5,000).
- c) The Client's completed Visa Affidavit of Waiver claim form and proof of the Account Cancellation Request.
- d) Evidence of all action taken to collect the Charges from the Cardholder.
- e) A copy of the Client's agreement.
- f) A copy of the Cardholder agreement.

When are the Charges waived?

1. Upon receipt of the Visa Affidavit of Waiver claim form and verification that the Charges are Waivable, UMB will waive the Client's liability for those charges.

2. UMB will then complete the appropriate sections of the Visa Affidavit of Waiver claim form and submit it with all required documentation to the Program Underwriter.

3. If necessary, Visa and/or its Program Underwriter may request further documentation regarding proof concerning the Charges in question.

4. Upon receipt of adequate documentation from UMB, the Program Underwriter will reimburse UMB for all Waivable Charges up to a maximum of \$100,000 for each Cardholder.

5. The Program Underwriter will remit payment to UMB within thirty (30) days of the receipt of all completed documentation.

6. Any monies UMB may receive at any time from the Cardholder or any other source in respect of Waivable Charges will be used by UMB to reduce the Waivable Charges and/or the amount of any claim UMB files with the Program Underwriter.

Other Insurance

This program does not cover any loss which is insured by or would but for the existence of this policy, be insured by any other existing policy or policies except in respect of any excess (not exceeding the limits of this policy) beyond the amount which would have been payable under such other policy or policies including any deductible applicable thereunder had the Program not been in effect.