Posted on February 10, 2026 at 1545

TOWN OF WIGGINS
BOARD of TRUSTEES
WORK SESSION

FEBRUARY 11, 2026 at 7:00 P.M.

304 CENTRAL AVENUE
WIGGINS, CO 80654

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

GO TO THE FOLLOWING SITE https://us06web.zoom.us/j/85304053718 ***FOR THE LINK***

WORK SESSION AGENDA

AGENDA TOPIC

1. Accessory Dwelling Unit Request
2. Discussion on Effluent Limitations Permit Compliance – R/O Waste
3. Discussion on Glassey Loan
4. Discussion on PFAS Tests
5. Business License Resolution
6. Letter of Engagement for Matt Poznanovic
7. Safebuilt Contract
8. Amendment to Chapter 93 of the Wiggins Municipal Code
9. Assignment Agreement with Lauren Benton – Merrick Engineering
10. Updates and Other Items

PLANNING AND ZONING DEPARTMENT
304 E. CENTRAL AVENUE, WIGGINS, CO 80654 970-483-6161
diana.evans@wigginsco.gov townofwiggins.colorado.gov

STAFF SUMMARY

BOT MEETING
FEBRUARY 11, 2026

DATE: February 3, 2026
TOPIC: 111 Pearl Street ADU
STAFF MEMBER RESPONSIBLE: Diana Evans, Planning & Zoning Administrator

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SUMMARY:
The Town has received a request from a citizen asking to convert a garage on his property to an Accessory Dwelling Unit (ADU) in order to provide an affordable housing option for family members. The Town Code does not currently allow ADU's in any of its zoning districts. Therefore, staff is seeking direction from the Town Board on whether this is something that it would like to allow.

BACKGROUND:
ADU's are smaller dwelling units on the same lot as a single-family home and are sometimes referred to as mother-in-law suites, granny flats, casitas, backyard cottages, garage apartments, or basement apartments. An ADU can be detached, attached, or internal (such as in a basement or garage). An ADU has its own kitchen, bath, and sleeping area, but is not considered a separate property so it can't be sold on its own.

If the Town wants to allow ADU's, it will need to adopt an ordinance to do so. Both the Planning Commission and Town Board will need to hold public hearings on the ordinance before it can be adopted. If this is something the Town Board is interested in, staff will work with the Town Attorney to prepare a draft ordinance.

Some of the items the ordinance will need to address, include:

- Should ADU's be allowed as a "use by right" on all single-family lots?
- Or does the Town want to make ADU's a "special review use"? Special review uses require an application and public hearings before the Planning Commission and Town Board.
- Should the property owner be required to reside on the parcel?
- Can the ADU be rented on a short-term basis (less than 30 days)?
- How will the Town charge tap fees for ADU's?
- Is an on-site parking space required for the ADU?

If the Board has recommendations on these issues, please let us know.

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RECOMMENDATION:
Passing an ordinance to allow ADU's provides Town citizens with more options to utilize their properties in ways that are beneficial for their families and may increase property values.

During a time when people are having to consider multi-generational living arrangements due to the high cost of living, this is a great opportunity for the Town to hear its citizens and begin allowing ADU's.

We have made a commitment to the State to begin fast tracking affordable housing units and this is another opportunity to begin implementation of our goals.

FISCAL IMPACT:
There is no negative fiscal impact on the Town.

There may be State grants available to the Town if it adopts an ADU ordinance. HG24-1152 required some Colorado municipalities to allow ADU's as a "use by right" in single-family residential zone districts. While Wiggins is not required to comply with HB24-1152, it can voluntarily choose to do so by becoming an "ADU Supportive Jurisdiction". This would unlock grant money for activities that support the construction of ADU's and allow Town residents to participate in the State's ADU financing program.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:
Allowing ADU's in Wiggins helps foster the Town's commitment to provide affordable housing.

OPTIONS AVAILABLE TO THE BOARD:
- The Board can provide direction to the Town Attorney to draft an ordinance allowing ADU's.
- Alternatively, the Board can choose not to change the existing code, which means ADU's would continue to be prohibited in the Town.

COLORADO
Colorado Water Conservation Board
Department of Natural Resources

1313 Sherman Street
Denver, CO 80203

P (303) 866-3441
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John Hickenlooper, Governor

Robert Randall, DNR Executive Director

James Eklund, CWCB Director

TO: Colorado Water Conservation Board Members

FROM: Jonathan Hernandez, P.E., Project Manager
Kirk Russell, P.E., Finance Section Chief

DATE: March 22-23, 2017 Board Meeting **(Updated March 23, 2017)**

AGENDA ITEM: 28b. Water Project Loans
Town of Wiggins – Wiggins Recharge Facility at Glassey Farms

Introduction

The Town of Wiggins (Town), acting by and through its water activity enterprise, is applying for a loan for the Wiggins Recharge Facility at Glassey Farms (Project). The purpose of the Project is to reduce the Town's reliance on leased water and shore up its water supply for current and future demands by developing an augmentation water source by purchasing the Glassey Farm and associated water rights. Developing recharge ponds at the Glassey Farm will help ensure the Town can continue to draw from its South Platte Alluvial Aquifer wells. The Town is seeking a CWCB loan to cover 100% of Project costs which is estimated at $2,385,000. See attached Project Data Sheet for a location map and Project summary.

Staff Recommendation (Board approved Staff Recommendation on March 23, 2017)

Staff recommends the Board approve a loan not to exceed $2,408,850 ($2,385,000 for Project costs and $23,850 for the 1% service fee) to the Town of Wiggins, acting by and through its water activity enterprise, for costs related to the Wiggins Recharge Facility at Glassey Farms Project, from the Severance Tax Perpetual Base Fund. The loan terms shall be 30 years at the municipal low income interest rate of 2.40% per annum. Security for the loan shall be in compliance with CWCB Financial Policy #5.

Background
The Town is located approximately 70 miles northeast of Denver near the intersection of US Highway 34 and Interstate 76 in Morgan County. The Town is less than 1 square mile and has a population of approximately 900. Agriculture is the predominant economic driver for the Town. The service area for the Town covers approximately 7 square miles. Its existing water facilities are split into two locations: (1) inside Town limits, and (2) the reverse osmosis water treatment plant located 7 miles north of the Town.

Historically, the Town has relied on wells drilled into the Kiowa Bijou Designated Ground Water Basin for its water supply. Those wells are non-tributary and permit the Town to pull 483.4 acre-feet (AF) per year from the Kiowa Bijou basin without an augmentation requirement. Due to high nitrate concentrations and other water quality issues, as well as dropping aquifer levels, the Town drilled two wells into the South Platte Alluvial Aquifer (South Platte Wells) in 2008. The Town is permitted to pull 590 AF per year from its South Platte wells, which are currently augmented through the Kammerer Recharge Facility and an augmentation water lease with the Town of Castle Rock.

Two industrial properties have recently been annexed into the Town limits, totaling approximately 340 acres of land. Two are zoned commercial and two are zoned residential. Those developments are projected to bring up to 310 jobs into Wiggins over the next 5 years and approximately 500 new single family units and 150 multi-family units. The Northeast Colorado Housing Needs Assessment, prepared by Colorado Center for Community Development and DOLA, indicate that Morgan County is experiencing a severe housing shortage. Construction has begun with the first phase of housing and population is projected to grow from 900 to 2,280 in the next 10 years.

A 2016 Preliminary Engineering Report (PER), prepared for USDA Rural Development funding applications, show a current water demand for the Town of 140 AF per year and projects a demand of 400 AF per year by 2022, and over 900 AF per year by 2050. The Town is pursuing the financing of this Project through CWCB instead of USDA Rural Development due to a shorter application process with CWCB and the assurance funds could be used on a non-potable water project.

Loan Feasibility Study
Paul Larino, MPA, Town Manager, prepared the Loan Feasibility Study titled, “Feasibility of the Wiggins Recharge Facility at the Glassey Farm,” dated February 1, 2017. The feasibility study was prepared in accordance with CWCB guidelines and includes an analysis of alternatives, preliminary engineering design, and construction cost estimates. The study relies on the PER prepared by Diamondback Engineering & Surveying, dated April 2016. Feasibility level water resources engineering and cost estimates were performed by Andrew Case, P.E., of Leonard Rice Engineers. Water right legal analysis has been provided by Rick Fendel of Petrock and Fendel, P.C. Audited financial statements were provided by Holscher, Mayberry & Company, LLC.

Borrower – Town of Wiggins
The Town was established in 1882 and incorporated in 1974 as a statutory town and is governed by a Mayor and a six-member Board of Trustees. The Town employs a full-time Town Administrator who is appointed by the Board of Trustees and who works under the general direction of the Board and Mayor. The Town has approximately 330 homes and several commercial and industrial properties for a total of 370 active water and sewer taps.

In 2010, the “Town of Wiggins Water Enterprise” was established (Ordinance No. 06-2010) pursuant to the provisions of Title 37, Article 45.1, Colorado Revised Statutes. The water activity enterprise operates within the meaning of Article X, Section 20, Colorado Constitution. Enterprise revenues are

primarily derived from water usage fees and charges and receive less than 10% of its annual revenues in grants from all Colorado state and local governments combined.

Water Conservation: The most recent water conservation policy for the Town was adopted and approved on March 25, 2015 (Ordinance No. 03-2015). The ordinance establishes watering schedules to be implemented during times of typical water conditions, declared water shortages, and declared water shortage emergencies. Prohibitions on wasting of water, and penalties for violating the ordinance are also included in the water conservation policy. The Town is not a covered entity requiring a Water Efficiency Plan to be approved by CWCB as it does not provide 2,000 AF or more of water annually.

Water Rights

The Town owns six wells drilled into the Kiowa Bijou Designated Groundwater Basin, and two wells drilled in the South Platte Alluvial Aquifer, as shown in Table 1. The South Platte wells are augmented through the Town's decreed augmentation plan (Case No. 11CW131) and a Substitute Water Supply Plan (SWSP) approved by the State Engineer's Office (SEO). The Town owns 18 shares of the Weldon Valley Ditch Company (WVDC), and has leased an additional 9 WVDC shares, for use within its augmentation plan and the SWSP. However, the Town was recently notified that this was the last year those 9 leased shares would be available. The Town maintains a short-term lease with the Town of Castle Rock that supplements its lack of augmentation water.

TABLE 1: TOWN WELLS

Well ID	Aquifer	Annual Appropriation
Kiowa Bijou 1418	Kiowa Bijou Basin	170.3 AF
Kiowa Bijou 14465	Kiowa Bijou Basin	200 AF
Kiowa Bijou 14466	Kiowa Bijou Basin	
Thomas 436	Kiowa Bijou Basin	113.1 AF
Thomas 435	Kiowa Bijou Basin	
Thomas 6798	Kiowa Bijou Basin	
South Platte 75611	South Platte Alluvial	590 AF
South Platte 75612	South Platte Alluvial	

Project Description

The purpose of the Project is to shore up the Town's water supply for current and future demands by finding a reliable and long-term augmentation water source. To achieve this, three alternatives were analyzed:

Alternative 1 – No Action: This alternative was not selected because the Town currently relies on leased augmentation water that is not a long-term source. Additionally, the Town has no guarantee that during a drought a lease would be available, or be within a reasonable cost.

Alternative 2 – Purchase Augmentation Water from Alternate Sources: The Town has explored various other sources for augmentation water but has not found land or water at a price comparable to the Glassey Farm (Alternative 3). However, the Town is also seeking a similar recharge Project at the Knievel Farm, which could be a future project in addition to the Glassey Farm Project.

Selected Alternative 3 – Recharge at Glassey Farm: The Glassey Farm is located east of Fort Morgan and was historically flood irrigation with 20 shares of the Fort Morgan Reservoir and Irrigation Company (FMRIC) and carriage ditch rights consisting of 20 shares of the South Side Lateral Company (SSLC). The Glassey Family is the original landowner but they have since moved off the farm. The farm land is currently leased to tenant farmers and the residence is left unused. Both the Farm and the shares used to irrigate the property are for sale and the Town has entered into a purchase agreement with the owner. The location and contours of the farm lend itself well to the construction of the proposed recharge ponds and the water shares will be able to be physically delivered to the site using the existing headgate. Additionally, the Putnam Beaver Ditch runs through the northern part of the property providing an opportunity to be used in the future if the Town secures water rights related to that ditch in the future.

Use of the FMRIC and SSLC shares will require a water rights change case. The Town's augmentation plan allows for the addition of water through a notification procedure rather than re-opening the augmentation court case. These costs will be in addition to the Project costs identified below and are not subject to this loan request. In the near term, the water will be added to the Town's water system through a SEO approved SWSP.

The farm is approximately 120 acres and the three recharge ponds will use a total of approximately 40 acres. The Town is in active negotiations with Morgan County Community College to share the use of the remaining farmland for an agricultural education program focused on low watering farming techniques. The Town is also seeking collaborative partnerships with Arapahoe County, Town of Brush, Central Colorado Water Conservancy District, and Morgan County Quality Water District for shared use of the recharge ponds.

The cost associated with this alternative is shown in Table 2.

TABLE 2: PROJECT COST

Task	Cost
Land and Water Rights	$1,270,000
Engineering and Surveying	$115,000
Construction of Recharge Ponds	$850,000
Piping, Headgates, Controls, Concrete	$150,000
TOTAL	$2,385,000

Permitting: The Town does not anticipate needing an easement to operate the facility. Additionally, a U.S. Army Corps of Engineer's 404 permit should not be necessary since none of the property is located in wetlands or the river.

Schedule: Final design is expected by the end of April 2017. Closing on the farm is expected to occur by June 2017 with construction occurring summer to fall 2017.

Financial Analysis
Table 3 provides a summary of the Project's financial aspects. The Town qualifies for the low-income municipal interest rate of 2.40% for a 30-year term.

TABLE 3: FINANCIAL SUMMARY

Total Project Cost	$2,385,000
CWCB Loan Amount	$2,385,000
CWCB Loan Amount (Including 1% Service Fee)	$2,408,850
CWCB Annual Loan Payment	$113,560
CWCB Annual Loan Obligation (1st Ten Years)	$124,916
Monthly Cost of Loan per Tap (370 Taps)	$28.13

Creditworthiness: The Town's water activity enterprise has $3,912,190 in existing debt made up of a water rights lease-purchase with a private party and two USDA Rural Utilities loans. Both USDA loans financed the Town's reverse osmosis water treatment plant. The Town is in good standing with all debt obligations.

TABLE 4: EXISTING DEBT OBLIGATION

Lender	Original Balance	Current Balance	Annual Payments	Maturity Date	Collateral
Private Lease	$500,000	$364,642	$42,125	2029	NA
USDA (2011)	$3,327,000	$3,027,233	$126,626	2051	Water activity enterprise revenues
USDA (2013)	$549,000	$520,315	$20,446	2053	Water activity enterprise revenues
TOTAL		$3,912,190	$189,197		

The Town's current water rates include a base fee of $69.50 per month and $3.20 per thousand gallons for a usage fee. The average water bill is $98 per month.

Construction has begun on the first development and 44 houses are slated to be built by the end of 2017. Town forecasts estimate the population will grow from 900 people to 2,280 people by 2027. With a current tap fee of $11,500, the additional 650 residential taps would provide $7,475,000 in revenue to the Towns water activity enterprise. This revenue is dedicated to water development investments including the development of the Knievel Farm project. To be conservative, the financial ratios do not take into account the forecasted growth but analyze the "Future w/ Project" using only the existing customers for the revenue base.

TABLE 5: FINANCIAL RATIOS

Financial Ratio	Past 2 Years	Future w/ Project
Operating Ratio (revenues/expenses) weak: <100% - average: 100% - 120% - strong: >120%	111% (average) $457K/$413K	108% (average) $582K/$538K
Debt Service Coverage Ratio (revenues-expenses)/debt service weak: <100% - average: 100% - 120% - strong: >120%	123% (strong) ($457K-$224K) $189K	114% (average) ($582K-$224K) $314K
Cash Reserves to Current Expenses weak: <50% - average: 50% - 100% - strong: >100%	80% (average) $331K/$413K	62% (average) $331K/$538K
Debt per Tap (370 Taps) weak: >$5,000 - average: $2,500 - $5,000 - strong: <$2,500	$10,568 (weak) $3.91M/370	$17,027 (weak) $6.30M/370
Average Monthly Water Bill weak: >$60 - average: $30 - $60 - strong: <$30	$98 (weak)	$126 (weak)

Collateral: Security for this loan will be a pledge of water activity enterprise revenues backed by a rate covenant and annual financial reporting. This security is in compliance with the CWCB Financial Policy #5 (Collateral).

cc: Paul Larino, Town Administrator, Town of Wiggins
Jennifer Mele, Colorado Attorney General's Office

Attachment: Water Project Loan Program – Project Data Sheet

Per- and Polyfluoroalkyl Substances (PFAS) Rule Initial Monitoring Requirements and FAQ

PFAS Rule Initial Monitoring Requirements

The Environmental Protection Agency (EPA) recently finalized a new rule to manage the risks of per- and polyfluoroalkyl substances (PFAS) in drinking water. The new rule sets Maximum Contaminant Levels (MCLs) for five PFAS: PFOA, PFOS, PFNA, PFHxS, and HFPO-DA (GenX chemicals). The rule also sets a Hazard Index MCL for mixtures containing two or more of four PFAS: PFNA, PFHxS, PFBS, and HFPO-DA.

The Colorado Department of Public Health and Environment (department) provides this guide to inform and prepare water systems about these upcoming changes and answer frequently asked questions.

Who does this rule apply to?

Community and non-transient non-community water systems must comply with the requirements of the PFAS Rule. Water systems that purchase all their water from a regulated public water system are not required to monitor for PFAS.

When are systems required to comply with the PFAS Rule?

Water systems required to monitor for PFAS must complete initial monitoring by April 1, 2027. Monitoring is required at each entry point, where inorganic or volatile organics monitoring is currently collected. The results from initial monitoring will be used to determine routine compliance monitoring frequencies for PFAS beginning April 1, 2027. The results from initial monitoring also serve as a starting point for water systems to proactively address PFAS contamination to comply with the MCLs, with an anticipated starting date of April 1, 2029.

By April 1, 2027:

- Systems must complete initial monitoring for regulated PFAS (see initial monitoring requirements below).
- Systems must submit the results from initial monitoring to the department, including results below the practical quantitation levels specified below.

Beginning April 1, 2027:

- Systems must start ongoing compliance monitoring.
- Community water systems must include the results of their monitoring for regulated PFAS in their Consumer Confidence Reports (CCRs).
- Systems must start issuing public notifications for PFAS monitoring and reporting violations.

Beginning April 1, 2029:

- Systems must comply with all regulated PFAS MCLs.
- Systems must provide public notification for violations of the PFAS MCLs.

Initial monitoring requirements

Initial monitoring is the process by which water systems collect and analyze drinking water samples for PFAS to determine compliance with the MCLs and what additional monitoring or treatment is necessary. All community and non-transient, non-community water systems must complete initial monitoring for PFAS by **April 1, 2027**.

The department encourages water systems to begin initial monitoring as soon as possible to ensure the requirements are met by the deadline. This will also give systems more time to access funding and implement treatment solutions if results show levels above the MCLs. To complete initial monitoring requirements, water systems must:

- Collect samples from each current entry point that reflect the sources currently used in the distribution system.
- Based on the system size and source water at an entry point, systems must conduct initial monitoring either twice or quarterly during a 12-month period.
    - Surface water systems supplying all population sizes and groundwater systems (supplying > 10,000 people) must collect four consecutive quarterly samples within a 12-month period. Samples must be collected two to four months apart.
    - Groundwater systems (supplying ≤ 10,000 people) must collect two samples within a 12-month period. Samples must be collected five to seven months apart.
    - Water systems with multiple entry points that use different source water types may have different initial monitoring requirements at each entry point.
    - Please view the quarterly or biannual sampling matrices for more information and examples of possible schedules.
- Use the **initial monitoring compliance worksheet** to verify that samples meet the applicable timing requirements.
    - Preview the initial monitoring compliance worksheet and add a copy to your Google Drive.
    - Download the initial monitoring compliance worksheet to your computer.
- Analyze the six regulated PFAS chemicals (PFOA, PFOS, PFNA, PFHxS, PFBS, and HFPO-DA) at a certified laboratory using an approved PFAS method, either Method 533 or Method 537.1 (Revision 1.0 and 2.0).
- Submit all results, including those below the Practical Quantitation Levels (PQLs), in a CSV file via the drinking water portal by April 1, 2027. Please view the instructions on the division's website for more information on submitting data.
- Systems that have previously collected PFAS data from other sampling events (e.g., UCMR 5) may submit the data in one of two ways:
    - For sample results analyzed by a certified lab with a reporting level less than the trigger level, submit results in a CSV file via the drinking water portal.
    - If results do not meet the above criteria (e.g., UCMR 5 data), submit results in an Excel file using the division's online form. Please review the division's guidance document for more information on submitting UCMR 5 results.

The division has updated drinking water monitoring schedules, effective Jan. 22, 2025, to specify the required sample location(s) and frequency for PFAS initial monitoring. Please note that the online monitoring schedule is currently for system awareness and planning purposes only. There is currently no compliance check for PFAS initial monitoring, meaning the requirement will not be crossed off the monitoring schedule even if it has been met.

Using Previously Collected Data

Systems may use previously collected monitoring data to satisfy some or all of the initial monitoring requirements. This includes data collected by the system, as part of a department sampling program, or EPA's Unregulated Contaminant Monitoring Rule 5 (UCMR 5). If the system is using previously collected monitoring data, all of the following requirements must be met:

- The samples were collected between Jan. 1, 2019, and June 24, 2024.
    - Samples collected on or after June 25, 2024, are not considered "previously collected data"; however, these samples serve as initial monitoring samples and must be reported.
- The samples meet the timing requirements specified above.
- For systems using previously collected data that have fewer than the required number of samples within a 12-month period:
    - If the system is required to collect quarterly samples, it must collect one sample in each quarter that was not represented, two to four months apart from the months with available data. These additional samples must be collected within a 12-month period.[1]
    - If the system is required to collect biannual samples, it must collect one sample in a month that is five to seven months apart from the month in which the previous sample was taken.
- The samples were analyzed by an EPA or state-certified laboratory using an EPA-approved method.
- The sample results are not greater than (>) the MCLs.
- If multiple years of data are available, the most recent data must be used to meet initial monitoring requirements.

Systems using UCMR 5 results must get data from the laboratory, showing the ability to detect PFOA and PFOS down to the trigger levels to qualify for three-year compliance monitoring.

PFAS trigger levels, MCLS, and Practical Quantitation Levels (PQLs)

Maximum Contaminant Levels (MCLs) are the maximum level of a contaminant allowed in drinking water delivered to any consumer. The PFAS trigger levels are set at one-half the MCLs and are used to determine PFAS monitoring frequency.

If any initial monitoring result is greater than or equal to (≥) the trigger level, the system must monitor quarterly for all regulated PFAS at each entry point that met or exceeded the trigger level at the start of the monitoring period that begins on **April 1, 2027**.

Chemical	Trigger Level (ppt)	MCL (ppt)	PQL (ppt)
PFOA	2.0	4.0	4.0
PFOS	2.0	4.0	4.0
PFHxS	5	10	3.0
HFPO-DA	5	10	5.0
PFNA	5	10	4.0
PFBS	N/A	N/A	3.0
Hazard Index (HFPO-DA, PFBS, PFHxS, PFNA)	0.5 (unitless)	1 (unitless)	N/A

If initial monitoring results are less than (<) the trigger levels for all regulated PFAS, the department may reduce the compliance monitoring frequency at eligible entry points to once every three years.

[1]Per EPA clarification, the reference to 'calendar year' in 40 CFR 141.902(b)(1)(viii) may be interpreted by the state as a 12-month rolling period for the purpose of meeting initial monitoring requirements.

If PFAS levels are detected above the MCLs, systems must take steps to reduce them by the anticipated deadline of **April 1, 2029**. The Hazard Index MCL is set at 1 and applies to any mixture containing two or more PFNA, PFHxS, PFBS, and HFPO-DA. For MCL compliance calculations, including the Hazard Index calculation, if a sample result is less than the PQL for a regulated PFAS, zero is used for that analyte solely to calculate the running annual average. To determine whether PFAS mixtures meet MCL compliance requirements, use the **hazard index calculator**.

- Preview the hazard index calculator and add a copy to your Google Drive.
- Download the hazard index calculator to your computer.

Additional guidance and resources

- Visit the EPA's website for guidance on complying with the PFAS Rule, including fact sheets and a communications toolkit.
- Visit the EPA's website for PFAS implementation resources, including quick reference guides, memorandums, and requirements and best practices for sampling.

Frequently Asked Questions (FAQs)

What are the initial monitoring requirements for PFAS?

All community and non-transient, non-community water systems are required to complete initial monitoring for PFAS by April 1, 2027. Samples must be collected consecutively on either a quarterly or biannual basis during a 12-month period. The frequency depends on the system size and the source water at the entry point.

- Groundwater systems supplying 10,000 or fewer (≤) people must collect two samples within a 12-month period. Samples must be collected five to seven months apart. For example, a system collects the first sample in December 2025 and the second in June 2026.
- All surface water and groundwater under the direct influence of surface water (GWUDI) systems, supplying all population sizes, and groundwater systems supplying more than (>) 10,000 people must collect four quarterly samples within a 12-month period. Samples must be collected two to four months apart. For example, a system collects the first sample in December 2025, the second in March 2026, the third in June 2026, and the final in September 2026.
- Purchased water systems without a source that receives all water from a public water system are not required to collect samples. Sampling is done at the entry point(s) of the wholesale system(s) with a source, and the wholesale system is responsible for sampling.

What if my previously collected data does not meet all of the initial monitoring requirements?

Systems may use previously collected monitoring data (i.e., collected between Jan. 1, 2019, and June 24, 2024) to satisfy some or all initial monitoring requirements. This includes data collected by the system as part of a department sampling program, or EPA's Unregulated Contaminant Monitoring Rule 5 (UCMR 5). Systems using previously collected data with fewer than the required number of initial monitoring samples may use the existing samples and collect additional data before April 1, 2027, to meet the initial monitoring requirements. Additional samples must be collected as follows:

- Groundwater systems supplying 10,000 or fewer (≤) people must collect one sample in a month that is five to seven months apart from the month in which the previous sample was collected.
- Groundwater systems supplying more than (>) 10,000 people must collect one sample in each quarter that was not represented by previously collected data, two to four months apart from the month(s) with available data, within a 12-month period.[1]
- All surface water and groundwater under the direct influence of surface water (GWUDI) systems must

collect one sample each quarter not represented by previously collected data, two to four months apart from the month(s) with available data, within a 12-month period.[1]

Examples:

- A small groundwater system supplying less than 10,000 people collected a PFAS sample in June 2020. The system collects one additional sample in November, December, or January. The additional sample must be collected before April 1, 2027.
- A surface water system collected PFAS samples in March 2023 and September 2023, representing the first and third quarters. The system must collect two additional samples (to represent the second and fourth quarters) within a 12-month period: one in either May or June, and one in either November or December. The additional samples must be collected before April 1, 2027.
- A large groundwater system supplying more than 10,000 people collected a PFAS sample in September 2024. The sample was collected after the rule's effective date (June 25, 2024), and it is not considered previously collected data. To meet the initial monitoring requirements, the system collects three additional consecutive quarters of samples spaced two to four months apart within a 12-month period (December 2024, March 2025, and June 2025).
- A large groundwater system supplying more than 10,000 people collected PFAS samples in June 2020 and October 2024. The October 2024 sample was collected after the rule's effective date (June 25, 2024), and is not considered previously collected data. However, the rule requires systems to report the most recent sample data. The system uses the June 2020 sample (i.e., second quarter sample) and the October 2024 sample (i.e., fourth quarter sample). The system must have two additional quarterly samples spaced two to four months apart within a 12-month period. In this circumstance, the system will take a sample in the first and third quarters of 2025 to meet initial monitoring requirements.
- A surface water system collected PFAS samples in May 2020 and November 2024, but did not collect samples in the first and third quarter of 2025. The May 2020 sample is previously collected data, but the November 2024 sample was collected after the rule's effective date (June 25, 2024) and requires additional sampling within a 12-month period. Additional samples were not collected in the first and third quarters of 2025; therefore, the system cannot collect the required additional samples within a 12-month period. The system can still use the May 2020 sample and collect three quarterly samples within a new 12-month period, spaced two to four months apart (e.g., first quarter sample in February 2026, third quarter sample in August 2026, and fourth quarter sample in November 2026). The additional samples must be collected before April 1, 2027.

Do I have to use previously collected PFAS data to count towards initial monitoring?

Systems may use previously collected monitoring data (collected between Jan. 1, 2019, and June 24, 2024) to satisfy some or all of the initial monitoring requirements, but they are not required to. Systems may also collect all new samples to meet the initial monitoring requirements. If systems have multiple years of data, the most recent data must be used.

My system has previously collected data showing results over the Maximum Contaminant Level (MCL) for one or more PFAS. Can this data count toward the initial monitoring requirements?

No, previously collected monitoring data (i.e., collected between Jan. 1, 2019, and June 24, 2024) with results above the MCLs cannot be used to fulfill initial monitoring requirements. To meet the initial monitoring requirements, the system must collect new samples between June 25, 2024, and April 1, 2027. Samples collected on or after June 25, 2024, with result values above the MCL will count towards initial monitoring, but make the system ineligible for reduced compliance monitoring after April 1, 2027.

When do I sample for initial monitoring for PFAS at seasonal treatment plants and entry points?

Monitoring is required when entry points are in operation and water is supplied to the public. Sampling must

occur during normal operating conditions (i.e., representing sources typically used at that time of year). For initial monitoring, systems must collect two or four samples based on their population and entry point source water type. To evaluate temporal changes in PFAS concentrations, the PFAS Rule requires samples to be five to seven months apart when systems are required to collect two samples and two to four months apart when systems are required to collect four quarterly samples.

For systems required to collect quarterly samples, when an entry point is offline and cannot meet the timing requirements, the system must sample at least once in each calendar quarter that the entry point is operating. Even if the entry point operates for one day within a calendar quarter, a sample is required within that quarter to meet initial monitoring requirements. For systems sampling quarterly or twice during the year, the timing between samples must be spread apart as much as the seasonal operation dictates.

Examples:

1. **The entry point operates from July to September (i.e., Q3).**
    a. One sample collected within the third quarter is required to meet initial monitoring requirements.

2. **The entry point operates from May to August (i.e., Q2 and Q3).**
    a. **For systems on the biannual schedule:** Two samples from different quarters are required. The samples should be spaced apart as much as possible, even though they will not be five to seven months apart.
    b. **For systems on the quarterly schedule:** Two samples, one from the second and third quarter, are required, as the entry point was in operation for part of both quarters. Samples should be spaced apart as much as possible. The initial monitoring requirements are met, even though the regulation requires four initial monitoring samples.

Sampling Quarters	
Q1	Jan. to March
Q2	April to June
Q3	July to Sept.
Q4	Oct. to Dec.

3. **The entry point operates from June to October (i.e., Q2, Q3, and Q4).**
    a. **For systems on the biannual schedule:** Two samples from different quarters are required. The samples should be spaced apart as much as possible.
    b. **For systems on the quarterly schedule:** Three samples, one from each quarter at which the entry point is operating, are required. To ensure two months between each sample, the system must collect samples in June, August, and October.

4. **The entry point operates from June to August and December to January (i.e., all four calendar quarters).**
    a. **For systems on the biannual schedule:** Two samples from different quarters are required. The samples must be spaced five to seven months apart.
    b. **For systems on the quarterly schedule:** Four samples from each quarter are required. When possible, samples should be collected two to four months apart, but within each calendar quarter when this is not possible.

5. **The entry point operates from July to November, but shuts down in early October (i.e., Q3 and Q4).**

a. The system must collect samples in the third and fourth quarters. If a shutdown occurs earlier than expected but the entry point is in operation for even one day in a calendar quarter, a sample is required within that quarter. It's important to ensure monitoring requirements are met before shutting down to avoid a monitoring violation.

6. **The entry point operates on an interim basis based on water demand or seasonal fluctuations.**

    a. If the system plans to shut down an entry point and the entry point was in operation for even one day in a calendar quarter, a sample is required within that quarter. To avoid a monitoring violation, it's important to ensure monitoring requirements are met prior to shutting down due to lower water demand, maintenance, etc.

I conducted UCMR 5 monitoring using a lab that is not certified in Colorado. Can I still use this data to count toward initial monitoring?

Yes. If the samples were analyzed at an EPA-approved laboratory for UCMR 5 that is not listed as a certified laboratory in Colorado, the system may use this data to count towards the initial monitoring requirements. The data must meet the analytical and sample collection timing requirements. If the Lab ID for the does not show up on the CSV template, contact one of our data and portal specialists.

What are the significant figures and rounding requirements of the PFAS Rule?

Regulated PFAS	MCL (ppt)	Trigger Level (ppt)	Significant Figures
PFOA	4.0 ppt	2.0 ppt	2
PFOS	4.0 ppt	2.0 ppt	2
PFHxS	10 ppt	5 ppt	1
HFPO-DA	10 ppt	5 ppt	1
PFNA	10 ppt	5 ppt	1
Hazard Index	1 (unitless)	0.5 (unitless)	1

Significant figures are the digits in a value that contribute to its required or actual degree of accuracy of that value. Labs and systems should report unrounded (e.g., the actual measured concentration) PFAS data to the department. However, when comparing PFAS values to their associated MCL and trigger levels, rounding must be applied to achieve the required number of significant figures.

Typically, results reported by a laboratory will have more significant figures than are required. When performing calculations, including the locational running annual average (LRAA) and Hazard Index, no rounding of values occurs until the final step. The MCLs and trigger levels for each regulated PFAS, and the associated number of significant figures related to these values, are shown below.

Rules for rounding include:

- When performing MCL and Hazard index compliance calculations, rounding does not occur until the end of the calculation.
- When rounding, the last significant digit should be increased by one unit if the digit dropped is 5, 6, 7, 8, or 9 (e.g., 4.6 rounded to one significant digit is 5). If the digit dropped is 0, 1, 2, 3, or 4, no change is made to the retained digits (e.g., 7.3 rounded to one significant digit is 7).
- No rounding is necessary if the data already contains the required number of significant figures.

Rounding and evaluating initial monitoring results examples:

- A PFOA sample result of 1.97 ppt must be rounded to two significant figures, which equals 2.0 ppt. 2.0 ppt is equal to the PFOA trigger level of 2.0 ppt. The system must conduct quarterly

compliance monitoring for PFAS at that entry point.

- A PFHxS sample result of 3.35 ppt must be rounded to one significant figure, which equals 3 ppt. 3 ppt is below the PFHxS trigger level of 5 ppt. At that entry point, the system may be eligible for three-year compliance monitoring for PFAS.
- An HFPO-DA sample result of 12.7 ppt must be rounded to one significant figure, which equals 10 ppt. 10 ppt is greater than the HFPO-DA trigger level of 5 ppt. The system must conduct quarterly compliance monitoring for PFAS at that entry point.
- A Hazard Index of 0.78 calculated from an initial monitoring result must be rounded to one significant figure, which equals 0.8. 0.8 is greater than the Hazard index trigger level of 0.5. The system must conduct quarterly compliance monitoring for PFAS at that entry point.

MCL calculation examples:

- A system monitors quarterly for PFAS at an entry point. The PFOA results for the last four quarters are: 2.0 ppt, 2.5 ppt, 5.3 ppt, and 4.6 ppt.
    - The PQL for PFOA is 4.0 ppt; values below the PQL are given a value of zero (0) when calculating MCL compliance. The values used in the locational running annual average (LRAA) calculation are 0, 0, 5.3, and 4.6 ppt.
    - The LRAA calculation for PFOA is (0 + 0 + 5.3 + 4.6) / 4 = 2.475 ppt.
    - **The LRAA, rounded to two significant figures, is 2.5 ppt.**
    - **The system has not violated the MCL of 4.0 for PFOA.**
- A system monitors quarterly for PFAS at an entry point. The system fails to monitor during the 3rd Quarter. PFHxS results for the 1st, 2nd, and 4th quarters are: 13.8 ppt, 22.4 ppt, and 20.3 ppt.
    - The PQL for PFHxS 3.0 ppt; values below the PQL are given a value of zero (0) when calculating MCL compliance. The values used in the locational running annual average (LRAA) calculation are 13.8 ppt, 22.4 ppt, and 20.3 ppt.
    - The LRAA calculation for PFHxS is (13.8 + 22.4 + 20.3) / 3 = 18.833 ppt.
    - **The LRAA, rounded to one significant figure, is 20 ppt.**
    - **The system has violated the MCL of 10 ppt for PFHxS.**

Hazard Index LRAA calculation examples:

The Hazard Index is calculated as follows:

$$\text{Hazard Index} = \left(\frac{[HFPO{-}DA water\ ppt]}{[10\ ppt]}\right) + \left(\frac{[PFBS water\ ppt]}{[2000\ ppt]}\right) + \left(\frac{[PFNA water\ ppt]}{[10\ ppt]}\right) + \left(\frac{[PFHxS water\ ppt]}{[10\ ppt]}\right)$$

Rounding does not occur until the final step of the Hazard index calculation. The unrounded Hazard Index for each quarter must be used in the LRAA Hazard Index calculation.

Example 1								
	Quarter 1		Quarter 2		Quarter 3		Quarter 4	
PFAS	Result (ppt)	Q1 Hazard Quotient	Result (ppt)	Q2 Hazard Quotient	Result (ppt)	Q3 Hazard Quotient	Result (ppt)	Q4 Hazard Quotient
PFHxS	7.1	7.1 / 10 = 0.71	6.9	6.9 / 10 = 0.69	5.1	5.1 / 10 = 0.51	7.2	7.2 / 10 = 0.72
HFPO-DA	5.8	5.8 / 10 = 0.58	12	12 / 10 = 1.2	6.7	6.7 / 10 = 0.67	5.9	5.9 / 10 = 0.59
PFNA	4.2	4.2 / 10 = 0.42	4.7	4.7 / 10 = 0.47	3.4*	0 / 10 = 0	4.9	4.1 / 10 = 0.41
PFBS	7.0	7.0 / 2000 = 0.0035	5.1	5.1 / 2000 = 0.00255	5.2	5.2 / 2000 = 0.0026	5.2	5.2 / 2000 = 0.0026
Hazard Index	0.71 + 0.58 + 0.42 + 0.0035 = 1.7135		0.69 + 1.2 + 0.47 + 0.00255 = 2.36155		0.51 + 0.67 + 0 + 0.0026 = 1.1826		0.72 + 0.59 + 0.41 + 0.0026 = 1.7226	
Hazard Index LRAA = (1.7135 + 2.36155 + 1.18261 + 1.7226) / 4 = 1.7451 **Rounded to one significant figure = 2** **The system is in violation of the Hazard Index.** *Results below the PQL are given a value of zero when calculating the LRAA.								

Example 2								
	Quarter 1		Quarter 2		Quarter 3		Quarter 4	
PFAS	Result (ppt)	Q1 HQ	Result (ppt)	Q2 HQ	Result (ppt)	Q3 HQ	Result (ppt)	Q4 HQ
PFHxS	1.7*	0 / 10 = 0	4.0	4.0 / 10 = 0.4	3.1	3.1 / 10 = 0.31	1.7*	0 / 10 = 0
HFPO-DA	0	0 / 10 = 0	0	0 / 10 = 0	0	0 / 10 = 0	0	0 / 10 = 0
PFNA	3.0*	0 / 10 = 0	1.7*	0 / 10 = 0	3.4*	0 / 10 = 0	0	0 /10 = 0
PFBS	3.6	3.6 / 2000 = 0.0018	4.1	4.1 / 2000 = 0.00205	3.1	3.1 / 2000 = 0.00155	3.4	3.4 / 2000 = 0.0017
Hazard Index	0 + 0 + 0 + 0.0018 = 0.0018		0.4 + 0 + 0 + 0.00205 = 0.40205		0.31 + 0 + 0 + 0.00155 = 0.31155		0 + 0 + 0 + 0.0017 = 0.0017	
Hazard Index LRAA = (0.0018 + 0.40205 + 0.31155 + 0.0017) / 4 = 0.7171 **Rounded to one significant figure = 0.7** **No violation of the Hazard Index.** *Results below the PQL are given a value of zero when calculating the LRAA.								

How do I submit previously collected PFAS data for initial monitoring?

Systems with previously collected PFAS data (e.g., from UCMR 5 monitoring or the department's PFAS grant sampling program) may submit the data to the department to count towards the initial monitoring requirements. Alternatively, systems may request that their lab upload the data to the department directly.

Systems with sample results with a reporting level less than the trigger level, analyzed at a lab certified in Colorado, must submit data in a CSV file format via the Drinking Water Portal. Water system-specific CSV data reporting templates and an instructional video on using the template are available on the department's reporting sample results webpage.

In some cases, labs may report PFAS data with a "J" qualifier. Data with a J qualifier (also referred to as J-flag data) means that the result value is greater than the minimum detection limit, but less than the lab's minimum reporting level (MRL), and is, therefore, an estimated value. The EPA acknowledges that while this

data is an estimated value, it can be used to determine the appropriate PFAS compliance monitoring frequency. Systems that wish to qualify for reduced compliance monitoring but want to avoid reporting J-flag data should select a certified lab using an MRL of 2.0 ppt or less for PFOA and PFOS.

Water systems that participated in UCMR 5 monitoring may need to request data from the lab they used, showing the ability to detect PFOA and PFOS down to the trigger levels to qualify for reduced compliance monitoring. The UCMR 5 MRL for PFOA and PFOS is 4.0 ppt. Therefore, results below the MRL (but above the minimum detection limit) will be reported with a J qualifier. Systems with sample results with a minimum reporting level that is greater than the trigger level for PFOA and PFAS (e.g., UCMR 5 data), or from an EPA-approved UCMR 5 lab that is not certified in Colorado, must use the department's online form and refer to our additional guidance on submitting these sample results.

Can initial monitoring results below the Practical Quantitation Levels (PQLs) be used for compliance purposes?

For the purpose of determining compliance monitoring frequency, all monitoring results reported to the system by their laboratory must be used, even if they are below the PQL. The PQL represents the lowest level at which a contaminant can be reliably quantified within specific limits of precision and accuracy. Results below the PQLs can still support monitoring frequency determinations, even though these values may have a lower degree of precision or accuracy than what is required for determining compliance with MCLs. For the purposes of MCL compliance determination, if a sample result is less than the PQL for a regulated PFAS, zero (0) is used for that analyte when calculating the running annual average at an entry point.

Can PFAS samples analyzed using EPA Method 537.1, Version 1.0, which is not listed as an approved method in the Federal regulation, count towards the initial monitoring requirements?

Yes. EPA has approved using EPA Method 537.1, Version 1.0, to support initial monitoring required by the PFAS National Primary Drinking Water Regulation (NPDWR). EPA published this action in the Federal Register (FR) Notice on January 16, 2025. The primary difference between Method 537.1, Version 1.0, and Version 2.0 is the field reagent blank preparation. EPA determined that EPA Method 537.1, Version 1.0, is as effective as Method 537.1, Version 2.0 for the purposes of analyzing PFAS concentrations in drinking water. Only Version 2.0 is specified for compliance monitoring that begins April 1, 2027.

Is Method 537 Modified (also referred to as Method 537M) an approved method for PFAS initial monitoring samples?

No. Currently, EPA Method 533 or Method 537.1 (Version 1.0 and 2.0) are the only methods that are approved for PFAS analysis under the PFAS Rule. The EPA indicates that Method 537 (Modified) is a designation used by labs to affirm a connection of their in-house PFAS method standard operating procedure to what used to be the only EPA PFAS method. Techniques other than Methods 537.1 (Version 1.0 and 2.0) and 533 have not been evaluated by EPA and are not approved for UCMR 5 or monitoring under the PFAS Rule.

Is the EPA planning revisions to the 2024 PFAS Rule?

In May 2025, the EPA announced preliminary plans to further revise the *PFAS National Primary Drinking Water Regulation* to provide greater regulatory flexibility, with a proposed rule likely to be issued in Fall 2025 and a final revised rule likely to be issued in Spring 2026. EPA indicated its intention to rescind and reconsider the regulatory determinations for PFNA, PFHxS, HFPO-DA (GenX), and PFBS, and the Hazard Index for PFAS mixtures, and to extend the PFOA and PFOS maximum contaminant level (MCL) compliance deadline from 2029 to 2031. EPA's announcement has not indicated changes to the requirements for initial monitoring of six PFAS compounds by the April 2027 compliance deadline. The department will communicate clearly and frequently with water systems in Colorado about the evolving nature of this rule and exactly which requirements and associated timeframes apply to them.

ORDINANCE NO. _____

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

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

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

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

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

§ 110.05 APPLICATIONS.

(B) The application shall contain:

(1) The name of the business for which a license is requested, and the name of the person, firm or corporation requesting such license;

(2) The residence address of the applicant and, if the applicant is an entity, the names of the officers, directors and owners of such entity and the address of such entity's principal place of business;

(3) The nature of the business to be performed, practiced or carried out;

(4) The street address, if any, where such business is to be carried on;

(5) The telephone number of the business; the name of the manager of the business, if any; and the number of employees of the business;

~~(6) The year for which such license is sought;~~

~~(7)~~ (6) A copy of the state sales tax license for the business; and

~~(8)~~ (7) Any other relevant information required for compliance with this subchapter or deemed to be reasonably necessary by the Town Clerk for the fair administration of this subchapter.

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

§ 110.06 LICENSE FEE~~; TERM~~.

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

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

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

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

§ 110.07 INVESTIGATION AND ISSUANCE.

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

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

§ 110.08 DENIAL.

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

(1) The applicant has failed to supply any of the information required on the application or by the Town Clerk pursuant to § 110.05;

(2) The conduct of the business for which a license is requested would be in violation of any provision of any town ordinance or state or federal statute; or

(3) The applicant has failed to pay the required license fee.

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

§ 110.09 LICENSE CONTENTS.

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

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

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

§ 110.13 SUSPENSION OR REVOCATION.

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

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

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

Section 9. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

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

Section 11. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, AND ORDERED PUBLISHED BY TITLE ONLY this ____ day of _____, 2026.

TOWN OF WIGGINS, COLORADO

_____
Chris Franzen, Mayor

ATTEST:

_____

Nichole Seiber, Town Clerk

HAYES POZNANOVIC KORVER LLC
ATTORNEYS AT LAW

700 17TH STREET, SUITE 1800
DENVER, COLORADO 80202

TELEPHONE (303) 825-1980 FACSIMILE (303) 825-1983

February 3, 2026

VIA EMAIL ONLY

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

Re: Fee Agreement for Representation

Dear Craig:

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

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

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

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

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

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

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

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

It is a special privilege to work with you.

Sincerely,

HAYES POZNANOVIC KORVER LLC

Matthew S. Poznanovic

Matthew S. Poznanovic

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

_____

Craig Miller
Town of Wiggins

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

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

RECITALS

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

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

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

1. SCOPE OF SERVICES

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

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

2. CHANGES TO SCOPE OF SERVICES

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

3. FEE STRUCTURE

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

4. INVOICE & PAYMENT STRUCTURE

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

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

6. TERMINATION

a. Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination. All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

b. In addition to the foregoing, either Party may terminate this Agreement for material breach or default of this Agreement by the other Party not caused by any action or omission of the other Party by giving the other Party written notice at least ten (10) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

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

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

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

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

12. ASSIGNMENT AND SUBCONTRACT

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

13. INDEMNIFICATION

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

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

14. LIMITS OF LIABILITY

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

15. INSURANCE

A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars ($1,000,000) bodily injury each accident, one million dollars ($1,000,000) bodily injury by disease – policy limit, and one million dollars ($1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.

C. Commercial general liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.

D. Professional liability insurance with minimum limits of one million dollars ($1,000,000) each claim and two million dollars ($2,000,000) general aggregate.

E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than $1,000,000 combined single limit each accident.

F. Municipality shall be named as an additional insured on Consultant's insurance coverage.

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

16. THIRD PARTY RELIANCE

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

17. OWNERSHIP OF DOCUMENTS

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

18. CONSULTANT ACCESS TO RECORDS

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

19. CONFIDENTIALITY

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

20. CONSULTANT PERSONNEL

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

21. DISCRIMINATION & ADA COMPLIANCE

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

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

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

23. NOTICES

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

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

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

24. FORCE MAJEURE

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

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

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

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

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

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

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

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

31. ELECTRONIC REPRESENTATIONS AND RECORDS
    Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
32. WAIVER
    Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

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

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

34. GOVERNMENTAL IMMUNITY

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

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

SAFEbuilt Colorado, LLC	Town of Wiggins, Colorado
By: _____	By: _____
Name: Matthew K. Causley	Name: Chris Franzen
Title: Chief Operating Officer	Title: Mayor
Date: January 29, 2026	Date: _____
	Attest: _____ Nichole Seiber, Town Clerk

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EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Inspection Services (Based on the Adopted Building Codes)

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

Plan Review Services (Based on the Adopted Building Codes)

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

As-Requested Remote Permit Technician Services

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

As-Requested Planning and Zoning Consultation

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

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

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

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

EXHIBIT B – FEE SCHEDULE FOR SERVICES

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

Service Fee Schedule:	
Inspection Services (Building and Electrical Permit Fees) • Building, Mechanical, Plumbing, Electrical, and others as adopted.	70% of Municipal Permit Fee as established by ordinance or resolution
Plan Review Services (Plan Review Fees) • Residential and Non-Residential	70% of Municipal Plan Check Fee as established by ordinance or resolution
Other Building Services Related Fees Collected as approved by the Town.	70% of Municipal Plan Check Fee as established by ordinance or resolution
Building Official Services	Included in percentage of fees above
Town Funded Projects Fee	50% of Municipal Permit Fee as established by ordinance or resolution
On-site meeting with clients	Included in percentage of fees above
Non-Profit Organization Fee	Match fees waived by Municipality
As-Requested Services	
Structural Engineering Plan Review	$185.00 per hour – one (1) hour minimum
Remote Permit Technician Service	$85.00 per hour
After Hours/Emergency Inspection Services	$150.00 per hour – two (2) hour minimum
Community Development Director	$190.00 per hour – one (1) hour minimum
Planning Manager	$170.00 per hour – one (1) hour minimum
Project Manager	$170.00 per hour – one (1) hour minimum
Principal Planner	$150.00 per hour – one (1) hour minimum
Senior Planner	$135.00 per hour – one (1) hour minimum
Associate Planner II	$120.00 per hour – one (1) hour minimum
Associate Planner I	$100.00 per hour – one (1) hour minimum
Planning Technician	$80.00 per hour – one (1) hour minimum
Planning - Mileage for in person meetings will be charged at the effective standard federal rate at the time of meeting.	$80.00 per hour – one (1) hour minimum
Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site plus 45 minutes. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	
Community Core software provided at no cost to the Town. The work product is property of the Municipality and can be exported if needed at no cost should agreement expire in any form.	

EXHIBIT C – MUNICIPAL SPECIFIED OR SAFEBUILT PROVIDED SOFTWARE

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

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

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RESOLUTION NO. _____

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

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

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

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

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

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

INTRODUCED, ADOPTED AND RESOLVED THIS _____ DAY OF _____, 2026.

TOWN OF WIGGINS, COLORADO

_____
Chris Franzen, Mayor

ATTEST:

_____
Nichole Seiber, Town Clerk

ORDINANCE NO. _____

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

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

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

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

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

§ 93.06 STREET, ROAD, ALLEY, SIDEWALK CLOSURES.

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

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

1. Requiring that traffic cones, barricades, or other traffic control devices be provided, placed, and removed by the event organizer at its expense;

2. Conditions concerning the area of assembly and disbanding of parades, races, or other events occurring along the route;

3. Conditions concerning accommodation of available parking or pedestrian or vehicular traffic, including restricting the event to only a portion of a public right-of-way;

4. Requirements for the arrangement of fire protection, emergency management services, or law enforcement personnel to be present at the event at the event organizer's expense;

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

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

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

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

Section 2. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

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

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, AND ORDERED PUBLISHED BY TITLE ONLY this ____ day of _____, 2026.

TOWN OF WIGGINS, COLORADO

_____
Chris Franzen, Mayor

ATTEST:

_____

Nichole Seiber, Town Clerk

Assignment and Assumption Agreement

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

R e c i t a l s

Miller and Client are parties to that certain:

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

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

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

1. Assignment. Miller hereby assigns all of its rights, entitlements and interests in, to and under the Contract (collectively, the "Assigned Rights") as of the Effective Date and delegates all of its duties, obligations, liabilities and responsibilities under the Contract (collectively, the "Assigned Obligations"), to Merrick.

2. Assumption. As of the Effective Date, Merrick hereby accepts the assignment of the Assigned Rights and hereby assumes all of the Assumed Obligations.

3. Consent. Client consents to Miller's assignment of the Assigned Rights to Merrick effective as of the Effective Date, and accepts Merrick as the party to perform the Assumed Obligations of Miller under the terms of the Contract.

4. Further Actions. Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of another Party hereto, such further instruments of transfer and assignment and to take such other action as such other Party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

5. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any choice of law or conflict provision or rule (whether of such state or any other jurisdiction) that would cause the laws of any other jurisdiction to be applied.

6. Due Authorization. Each Party hereby represents and warrants to the others that the execution, delivery and performance hereof by it are within its corporate powers, and have been duly authorized by all necessary corporate or other action and that this Agreement constitutes its legal, valid and binding obligation.

7. Counterparts/Electronic Signature. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be exchanged electronically or stored electronically as a photocopy (such as in .pdf format). The Parties agree such electronically exchanged or stored copies will be enforceable as original documents and consent to the use of electronic and/or digital signatures for the execution of this Agreement and further agree the use of electronic and/or digital signatures will be binding, enforceable and admissible into evidence in any dispute regarding this Agreement.

8. Entire Agreement/Amendments. This Agreement comprises the entire agreement between the Parties with respect to the subject matter hereof, and there are no other agreements, understandings, conditions, or representations, oral or written, expressed or implied, relating to the subject matter hereof, that are not merged into this Agreement or superseded by it. No amendment to this Agreement will be valid unless made in writing and signed by authorized representatives of all Parties.

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

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

Client Name: Town of Wiggins, Colorado

By_____

Title_____

Merrick & Company

By Brandy M. Wilson

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

Title Brandy Wilson – Water Practice Leader

Miller & Associates, Consulting Engineers P.C.

By Reed A. Miller

Title PRESIDENT

Attachment A

The Contract

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

1.0 PARTIES

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

2.0 RECITALS AND PURPOSE

2.1 The Town desires to engage the Consultant for the purpose of providing on-call engineering services as further set forth in the Consultant's Scope of Services (the "**Services**").

2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

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

4.0 COMPENSATION

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

4.2 The Consultant shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying

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

5.0 PROJECT REPRESENTATION

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

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

6.0 TERM

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

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

7.0 INSURANCE

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

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

7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. The policy shall include the Town of Wiggins, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Wiggins, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) per person in any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate.

7.2 The Consultant's general liability insurance and automobile liability insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this Agreement.

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

8.0 INDEMNIFICATION

8.1 To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible.

8.2 If the Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of the Consultant's obligation to indemnify and hold harmless the Town may be determined only after the Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the parties, as provided by C.R.S. § 13-50.5-102(8)(c).

8.3 The Town shall be entitled to its costs and attorneys' fees incurred in negligent action to enforce the provisions of this Section 8.0.

8.4 The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

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

10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the Town.

10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the Town.**

10.3. Consultant does not have the authority to act for the Town, or to bind the Town in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Town.

10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.

10.5. The Town will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.

10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the Town.

10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the Town.

10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.

10.9. Consultant will not combine its business operations in any way with the Town's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

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

12.0 DEFAULT

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

13.0 TERMINATION

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

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

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

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

16.0 ENFORCEMENT

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

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

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

17.0 COMPLIANCE WITH LAWS

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

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

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

If to the Consultant:

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

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

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

20.0 EQUAL OPPORTUNITY EMPLOYER

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

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

21.0 NO THIRD PARTY BENEFICIARIES

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

22.0 SUBCONTRACTORS

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

23.0 AUTHORITY TO BIND

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

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

TOWN OF WIGGINS,
a Colorado Municipal Corporation

By:_____
Chris Franzen, Mayor

Attest:_____
Nichole Seiber, Town Clerk

TOWN OF WIGGINS, COLORADO
SEAL
INCORPORATED

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

By:_____
Title: Project Manager

Exhibit A – Scope of Services and Fees

Project No. 601-G1-000
Project Name/Location: Town of Wiggins, Colorado

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

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

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

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

TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 08-2026

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

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

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

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

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

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

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

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

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

TOWN OF WIGGINS, COLORADO

_____
Chris Franzen, Mayor

ATTEST:

_____
Nichole Seiber, Town Clerk