

AGENDA
BOARD OF TRUSTEES
TOWN OF WESTCLIFFE
TUESDAY, APRIL 15, 2025
PATTERSON HALL – 1000 MAIN
REGULAR MEETING
5:30 p.m.
Join by Zoom
Meeting ID: 818 5670 3226
Passcode: 423986
By phone: 1 719 359 4580

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Recognition of Visitors
5. Consent Agenda

Note: All items listed under the Consent Agenda are routine and are approved with one motion. There will be a separate discussion of these items if a Board Member or citizen requests. The item may be removed from the Consent Agenda and considered separately at the discretion of the Board of Trustees.

- A APPROVAL OF MINUTES
- B. TREASURER'S REPORT
- C. APPROVAL OF BILLS

6. Old Business
 - a. Consideration of a request to approve employment contract for Town Attorney.
 - b. Continued discussion of parking ticket device.
 - c. Consideration of a request to increase parking ticket fees.
7. New Business
 - a. Consideration of a request to approve a Sexual Assault Awareness Month Proclamation.
 - b. Complete Business Solutions IT report.
 - c. Discussion of Famer's Market use of Jess Price Park.
 - d. Consideration of a request to contribute funds to Round Mountain.
 - e. Executive Session Subject to C.R.S. 24-6-402(4), the Town of Westcliffe Board of Trustees will meet in an executive session upon affirmative vote of 2/3 of the quorum present, for the sole purpose of considering: (b) Conferences with Town Attorney and Special Counsel for the purpose of receiving legal advice on specific legal questions regarding *Jordan Hedberg v. Town of Westcliffe, Case No. 2025CV30005, Custer County District Court* and *Jordan Hedberg v. Town of Westcliffe, Case No. 2025CV30006, Custer County District Court*.

- f. Possible action and direction to Special Counsel by Board of Trustees related to litigation in *Jordan Hedberg v. Town of Westcliffe, Case No. 2025CV30005, Custer County District Court.*
 - g. Possible action and direction to Special Counsel by Board of Trustees related to litigation in *Jordan Hedberg v. Town of Westcliffe, Case No. 2025CV30006, Custer County District Court.*
- 8. Additions to the Agenda
 - 9. Staff & Committee Reports
 - 10. Public Comment – Westcliffe citizens or business owners can comment on agenda items only and are limited to three (3) minutes. A request can be made to be placed on a future month’s agenda if they want to address the Board of Trustees on issues related to the Town of Westcliffe.

Adjourn

**BOARD OF TRUSTEES
TOWN OF WESTCLIFFE
TUESDAY, MARCH 18, 2025
REGULAR MEETING**

-Page 1 -

CALL TO ORDER

Mayor Wenke called the meeting to order at 5:30 P.M.

ROLL CALL

The following members were present: Mr. Dembosky, Mr. Jagow, Mr. Fulton (Zoom), Mr. Nordyke, Ms. Patterson, and Mr. Wilhelm.

PLEDGE OF ALLEGIANCE

Mayor Wenke led the Pledge of Allegiance.

OTHERS PRESENT

Neal Marrs, Erin Christie, Melane Rella, Jeremiah Coleman, Rich Smith, Jerry Peters, Janet Smith, Deb Adams, Bianca Trenker, Gregg & Marcia Roger, Jerry Peters, Ray Tannenbaum (Zoom), and Attorney Clay Buchner (Zoom).

TREASURER’S REPORT

	REVENUE RECEIVED	BALANCE OF ACCOUNTS
General Fund Checking:	\$ 88,473.69	\$ 213,756.99
CSafe-GF Core 11:	\$ 1,849.90	\$ 533,758.84
CSafe-3% Tabor Reserve 13:	\$ 248.04	\$ 71,545.78
CSafe-General Fund Reserve-14	\$ 1,527.72	\$ 440,784.60
CSafe-Tennis Ct.-Core-16	\$ 74.66	\$ 21,471.36
Tennis Court Checking:	\$ 0.00	\$ 5,219.32
Municipal Court Checking:	\$ 0.00	\$ 3,607.70
Conservation Trust Fund Checking:	\$	\$ 14,293.53
	1,545.49	
CSafe-CF Core 15	\$ 156.34	\$ 45,086.24
Capital Fund Checking:	\$ 122,522.08	\$ 715,732.27
CSafe-CF Core 12:	\$ 2,670.38	\$ 770,504.72

EXPENDITURES

GENERAL FUND:	\$	53,465.46
MUNICIPAL COURT:	\$	0.00
TENNIS COURT:	\$	0.00
CONSERVATION TRUST FUND:	\$	0.00
CAPITAL FUND:	\$	0.00

APPROVAL OF CONSENT AGENDA

- a. Approval of minutes
- b. Treasurer’s Report
- c. Approval of Bills

ACTION: Mr. Jagow moved, and Mr. Wilhelm seconded to approve the consent agenda. Motion carried.

OLD BUSINESS

- a. **Consideration of a request to approve Ordinance NO. 2-2025 adding Chapter 9, Firearms in Public Buildings, of Title 5 of the Westcliffe Municipal Code.**

Attorney Buchner reported that this updated ordinance reflects the opt-out provision for HB 24-131 while still protecting the municipal court prohibition. Town Hall turns into a municipal court when there is a court case so no firearms are allowed. Otherwise, concealed carry is allowed in Town Hall but open carry is prohibited. Sheriff Smith confirmed that this Ordinance is enforceable.

ACTION: Mr. Dembosky moved, and Mr. Jagow seconded to approve Ordinance NO 2-2025 adding Chapter 9, Firearms in Public Buildings, of Title 5 of the Westcliffe Municipal Code. Motion carried.

NEW BUSINESS

- a. **Custer County Tourism report.**

Ms. Adams gave an update on what Custer County Tourism Board is working on for 2025. She requested the Town's help in hanging new banners and cleaning up Main Street for a film crew who will be here April 11th to feature the business district.

- b. **Presentation by Trails for All.**

Ms. Adams provided information on the April 26th Community Hike and an update on the projects that Trails for All has completed.

- c. **Sheriff's Report.**

Sheriff Smith discussed a new parking ticketing device. Currently, a parking ticket is \$25.00, but it costs the Sheriff's office \$32.00 to write the ticket because they need to call dispatch to run the license plate number. He proposed using a vendor that provides a hand-held unit to distribute tickets – it prints it out and then it can be placed on the windshield immediately. The vendor handles checking the plates and collecting fees, and then sends the money to the Town. It will cost about \$300 per month. The Board requested that at next month's meeting to have a representative from the vendor to come and make a presentation.

- d. **Wet Mountain Fire Protection District report.**

Mr. Coleman provided a report on last year's call statistics and updated the Town on grants that the Fire District will be applying for to support projects that they are pursuing in 2025.

- e. **Presentation by St. Luke's Church.**

Ms. Smith discussed problems that they have had with the sidewalk outside of the church. A previous ramp was removed which resulted in a high step which the Town fixed. They would like to put a hand rail in eventually. She requested angled parking striping in front of the church and additional snow removal in the parking spots.

**BOARD OF TRUSTEES
TOWN OF WESTCLIFFE
TUESDAY, MARCH 18, 2025
REGULAR MEETING**

-Page 3 -

f. Complete Business Solutions IT report.

Mr. Tannenbaum provided an update on the current onboarding process for the Town computers. He went over best practices that the Town should be considering doing, including procedures to protect email addresses. The three main administrative email addresses have been converted to Microsoft 365 addresses which provides the necessary security and backup. The remaining Town email addresses will be the next step. Other issues to address will be data backup and employee training on email security. He will put a plan together with associated costs for next month's meeting.

g. Consideration of a request to approve compensation for administrative staff wages and public works staff wages.

ACTION: Mr. Nordyke moved, and Mr. Jagow seconded to approve compensation for administrative staff wages and public works staff wages. Motion carried.

h. Consideration of a request to terminate the Communication Manager's contract with a 60-day notice.

Ms. Christie reported that the Communication Manager will work through the end of May, and then Clerk Melane Rella will take over those tasks.

ACTION: Mr. Wilhelm moved, and Mr. Dembosky seconded to approve terminating the Communication Manager's contract with a 60-day notice. Motion carried.

i. Executive Session- Determining positions relative to matters that may be subject to negotiations, under C.R.S. Section 24-6-402(4)(e) regarding employment contract for Town Attorney.

ACTION: Mr. Jagow moved, and Mr. Dembosky seconded to go into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, under C.R.S. Section 24-6-402(4)(e) regarding employment contract for Town Attorney. Motion carried.

EXECUTIVE SESSION

At 7:20 p.m., the Regular Meeting was recessed. Executive Session was convened at 7:23 p.m.

At 7:35 p.m., Mayor Wenke reconvened the Regular Meeting and announced that the Executive Session had been concluded. He stated that in addition to himself, the participants in the Executive Session were Mr. Nordyke, Mr. Wilhelm, Ms. Patterson, Mr. Dembosky, Mr. Fulton, Mr. Jagow, Clay Buchner, Melane Rella, and Erin Christie. For the record, Mayor Wenke asked that if any person participating in the Executive Session who believed that any substantial discussion of any matters not included in the motion to go into Executive session occurred during the Executive Session in violation of the Open Meetings Law to state his or her concerns for the record.

PUBLIC COMMENT

A citizen asked if the Farmer's Market will be located in Jess Price Park this year. Trustee Dembosky reported that there will be a meeting with the Farmer's Market and the Park's Advisory Committee soon to discuss that.

STAFF & COMMITTEE REPORTS

a. Report from Town Clerk

Ms. Christie reported that the RMS Grant (phase 2 of the Powell Ave. project) will be applied for the end of this year, with construction to be in the Summer of 2026.

Mr. Wilhelm moved, and **Mr. Dembosky** seconded to adjourn. Motion carried.

ADJOURN

Recorded by:
Erin Christie
Town Clerk

REVENUES RECEIVED IN MARCH 2025

GENERAL FUND

Cash		
Credit Card		
Loughrey, Amber (Jamber Acres)	2025 Business license renewal	50.00
Cool, Steve	Rezoning application fee	600.00
Patterson, Tamara	Sign permit	25.00
Steward, Marika	Building permit	1,542.00
Checks		
Black Hills Energy	Feb Franchise Fee	3,062.33
Frontier Fence, LLC	Fence permit	100.00
Tillotson, John	Rezoning application fee	600.00
West Custer Co. Library Dist.	Street Closure damage deposit	250.00
Bobcat Trucking LLC	Building permit	4,150.00
Sangre de Cristo Amateur Radio Club	Park usage fee and deposit	125.00
The Stellar Inn, LLC	2025 Business license renewal	50.00
Shipley, Deanna (Garden Club)	Park usage fee and deposit	125.00
Austin, Gloria	Park usage fee and deposit	250.00
Fite, Stacy	New business license	40.00
Center for the Performing Arts	Special event liquor license	70.00
Mast, Andrew	2025 Business license renewal	50.00
B. Social Feedstore	Liquor license	50.00
Wet Mtn. Automotive	Sign permit	50.00
Christian Preschool Co-op	Park usage damage deposit	100.00
Custer County Treasurer	Clerk's Sales Tax Fees	394.01
United Business Bank	Interest	19.76
State of Colorado	CIG Tax	157.47
State of Colorado	2% Sales Tax	55,773.57
State of Colorado	Highway Users Tax	2,841.39
GENERAL FUND CHECKING REVENUE RECEIVED IN MARCH 2025		\$70,475.53

CSafe-GF Core-11	Interest	2,032.16
CSafe-3% Tabor Reserve-13	Interest	272.56
CSafe-GF Reserve-14	Interest	1,678.22
CSafe-GF Reserve-16	Interest	81.90

TENNIS COURT PROJECT CHECKING

TENNIS COURT PROJECT CHECKING REVENUE RECEIVED IN MARCH 2025		\$0.00

MUNICIPAL COURT CHECKING REVENUE RECEIVED IN MARCH 2025		\$0.00

REVENUES RECEIVED IN MARCH 2025

CONSERVATION TRUST FUND

United Busines Bank	Interest	0.65
State of Colorado	1st Qtr. Lottery income	1544.94
CONSERVATION TRUST FUND REVENUE RECEIVED IN MARCH 2025		\$1,545.59

CSafe-CF Core 15	Interest	\$171.82
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CAPITAL FUND		
United Business Bank	Interest Capital Fund Checking	62.41
State of Colorado (Town of Westcliffe)	1% Sales Tax	27,886.78
Verizon Wireless	Lease Payment	1,100.00
Custer County Treasurer	Clerk Fees Sales Tax-1%	131.34
CAPITAL FUND CHECKING REVENUE RECEIVED IN MARCH 2025		\$29,180.53

Csafe-CF Core 12	Interest	\$2,933.46
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BALANCE IN ALL FUND ACCOUNTS

GENERAL FUND CHECKING		\$245,558.74
Csafe-GF Core-11		\$535,791.00
Csafe-3% Tabor Reserve-13		\$71,818.34
Csafe-GF Reserve-14		\$442,462.82
Csafe-GF Reserve-16		\$21,553.26
TENNIS COURT PROJECT CHECKING		\$5,219.32
MUNICIPAL COURT CHECKING		\$3,607.70
TOTAL GENERAL FUND ACCOUNTS		\$1,326,011.18

CONSERVATION TRUST FUND CHECKING		\$15,839.12
Csafe-CF Core 15		\$45,258.06
TOTAL CONSERVATION TRUST FUND ACCOUNTS		\$61,097.18

CAPITAL FUND CHECKING		\$744,912.80
Csafe-CF Core 12		\$773,438.18
TOTAL ALL CAPITAL FUND ACCOUNTS		\$1,518,350.98

CASH BALANCE OF ALL FUND ACCOUNTS **\$2,889,620.22**

NOTE: 1% Sales tax of \$27,886.78 and \$131.34 Clerks Fees was transferred to the Capital Fund from the General Fund.

GENERAL FUND

ACA Products, Inc.	Street Maint. - sanding material	661.20
Abatangelo, Christopher	Employee overtime reimbursement	79.54
Acorn Petroleum	Vehicle Maint./ Parts	1,335.61
Airgas USA	Vehicle Maint./ Parts	53.51
Black Hills Energy	Lights/Electric	1,836.96
Car Quest	Vehicle Equipment Maintenance	191.40
Card Services	Office Supplies	726.47
CenturyLink	Phone/Elevator	50.25
Colorado Conveyance Program	Annual conveyance certificate	30.00
Colorado Golf & Turf	Park Maint/supplies	156.34
Custer County Rd. & Bridge	Street Maint.& Fuel	443.15
Daniells, Conor	Employee clothing allowance reimburs.	462.37
Daniells, Conor	Health insurance reimbursement	218.35
Elevator Inspections, Inc	Annual elevator inspection	350.00
ERB Element	Communication Services - Feb	2,000.00
ERB Element	Communication Services - March	2,000.00
Hilltop Broadband	Internet	273.35
Heuss, Mike	Employee clothing allowance reimburs.	132.00
Infinity Leasing	IT Service Contract with CBS	629.50
Lowe's Pay and Save, Inc.	Supplies	10.47
Marlin Leasing Corp. (Peac Solution)	Monthly copy machine fee	142.13
Norup Gas	Propane	1,235.92
Rella, Melane	Employee travel expense reimburs.	20.65
Rock Parts Company	Vehicle Maint./ Parts	734.17
Round Mtn. Water & Sanitation District	Water & Sewer	868.90
Sangre de Cristo Sentinel	Publishing services	200.00
Valley Ace Hardware	Supplies	234.45
Van Diest Supply Co.	Street Maint/Supplies	1,500.00
Wet Mountain Tribune	Publishing services	141.96


Payroll Expenses

CEBT	Employer/Health Ins.	2,221.66
CEBT	Employee/Health Ins.	250.14
EFTPS	Payroll Taxes	7,809.86
GWRS	Employee Share Retirement Fund (ACH)	919.34
GWRS	Employer Share Retirement Fund (ACH)	2,725.40

BILLS TO DATE	\$30,645.05
MARCH 2025 PAYROLL	\$23,073.25
TOTAL GENERAL FUND EXPENDITURES FOR MARCH 2025	\$53,718.30

CAPITAL FUND

Community Attributes Inc.	Housing Needs Assessment Firm	7,700.00
TOTAL CAPITAL FUND EXPENDITURES FOR MARCH 2025	\$7,700.00	


 The undersigned acknowledges that the above listed invoices were presented for review.

TOWN OF WESTCLIFFE
Capital Fund Profit & Loss Budget Performance
March 2025

	Mar 25	Budget	Jan - Mar 25	YTD Budget	Annual Budget
Income					
CRF7225 Federal Grants	0.00	202,500.00	0.00	607,500.00	2,430,000.00
CRF7160 - Interest Income	2,995.87	2,416.67	8,755.19	7,249.97	29,000.00
CRF7211 - Grants (New) TP-Audit	0.00	20,833.33	0.00	62,500.03	250,000.00
CRF7212 - Grant (New Town Property)	0.00	27,583.33	0.00	82,750.03	331,000.00
CRF7220 - Grants (New) RW	0.00		84,838.12		
CRF7224 - Grants (Existing) Town Pro	0.00	833.33	0.00	2,500.03	10,000.00
CRF7238 - Other Contributions	0.00	166.67	0.00	499.97	2,000.00
CRF7270 - Lease Proceeds Verizon Tower	1,100.00	1,000.00	3,300.00	3,000.00	12,000.00
CRF7280 - Capital Lease Proceeds	0.00		1,861.48		
CRF7285 - 1% Sales Tax from General Fund	28,018.12	38,381.25	95,953.44	115,143.75	460,575.00
CRF7810 - Transfers From General Fund	0.00		100,000.00		
Total Income	32,113.99	293,714.58	294,708.23	881,143.78	3,524,575.00
Expense					
CRF7230 - State Grants	0.00	28,500.00	0.00	85,500.00	342,000.00
CRF9011 - CIP Roadway (Existing)	0.00	20,833.33	0.00	62,500.03	250,000.00
CRF9012 - CIP Town Property (Existing)	0.00	11,666.67	0.00	34,999.97	140,000.00
CRF9014 - Equipment Debt Service	0.00	1,688.25	19,409.24	5,064.75	20,259.00
CRF9025 - CIP Roadway (New)	0.00	248,125.00	0.00	744,375.00	2,977,500.00
CRF9026 - CIP-Town Property (New)	0.00	35,104.17	0.00	105,312.47	421,250.00
CRF9027 - CIP-Equipment (New)	0.00	2,478.42	0.00	7,435.22	29,741.00
CRF9101 - Improvements-Design	7,700.00	10,000.00	7,700.00	30,000.00	120,000.00
Total Expense	7,700.00	358,395.84	27,109.24	1,075,187.44	4,300,750.00
Net Income	24,413.99	-64,681.26	267,598.99	-194,043.66	-776,175.00

Town of Westcliffe
CTF Profit & Loss Budget Performance
March 2025

	<u>Mar 25</u>	<u>Budget</u>	<u>Jan - Mar 25</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Income					
7000 · State Lottery Income	1,544.94	500.00	3,008.88	1,500.00	6,000.00
7050 · Interest Income	172.47	166.66	505.28	500.06	2,000.00
Total Income	<u>1,717.41</u>	<u>666.66</u>	<u>3,514.16</u>	<u>2,000.06</u>	<u>8,000.00</u>
Gross Profit	1,717.41	666.66	3,514.16	2,000.06	8,000.00
Expense					
9001 · Capital Outlay	0.00	4,583.33	0.00	13,750.03	55,000.00
Total Expense	<u>0.00</u>	<u>4,583.33</u>	<u>0.00</u>	<u>13,750.03</u>	<u>55,000.00</u>
Net Income	<u><u>1,717.41</u></u>	<u><u>-3,916.67</u></u>	<u><u>3,514.16</u></u>	<u><u>-11,749.97</u></u>	<u><u>-47,000.00</u></u>

Town of Westcliffe
General Fund Profit & Loss Budget Performance

March 2025

	Mar 25	Budget	Jan - Mar 25	YTD Budget	Annual Budget
Income					
7000 - General Property Taxes	0.00	5,926.02	4,421.61	17,778.10	71,112.28
7050 - Specific Ownership Taxes	0.00	666.67	1,463.59	1,999.97	8,000.00
7100 - Town Sales Taxes	56,036.24	76,721.70	194,916.04	230,165.15	920,660.45
7101 - Town Sales Tax License	440.00	333.33	4,025.00	1,000.03	4,000.00
7106 - Penalties & Int-Delinquent Tax	0.00	16.67	532.05	49.97	200.00
7115 - Franchise Fee	3,062.33	3,000.00	9,996.06	9,000.00	36,000.00
7120 - Special Assessments	0.00	208.33	0.00	625.03	2,500.00
7125 - Building & Zoning Permits	6,892.00	3,333.33	12,862.00	10,000.03	40,000.00
7126 - Fence/Sign/Excavation Permits	175.00	66.67	175.00	199.97	800.00
7127 - Special Use By Review Permits	0.00	25.00	0.00	75.00	300.00
7130 - Traffic Fines & Ordinances	0.00	8.33	0.00	25.03	100.00
7135 - Court Costs	0.00	0.00	0.00	0.00	0.00
7140 - Liquor Licenses/Special Events	120.00	125.00	220.00	375.00	1,500.00
7148 - Disposable Bag Fee	0.00	208.33	503.82	625.03	2,500.00
7150 - Cigarette Tax	157.47	266.67	521.90	799.97	3,200.00
7160 - Interest Income	4,084.60	3,500.00	11,975.60	10,500.00	42,000.00
7165 - Miscellaneous Income	0.00	83.33	12.00	250.03	1,000.00
7200 - Highway Users Tax	2,841.39	2,448.64	8,603.14	7,345.91	29,383.67
7205 - Road & Bridge Funds	0.00	3,027.08	2,452.81	9,081.28	36,325.00
7215 - American Rescue Plan Funds	0.00	0.00	0.00	0.00	0.00
7239 - Contributions from General Fund	0.00	0.00	0.00	0.00	0.00
7300 - Tennis Court Donation Fund	0.00	4.17	0.00	12.47	50.00
7305 - Events Center-Rental Fees	0.00	275.00	0.00	825.00	3,300.00
7310 - Bluff Site Maint. Fee	0.00	0.00	0.00	0.00	0.00
7315 - Park Usage Fee	200.00	133.33	595.00	400.03	1,600.00
7807 - Reimbursed Expenses	0.00	0.00	0.00	0.00	0.00
7810 - Transfers In	0.00	0.00	0.00	0.00	0.00
7820 - Lease Equipment-I	0.00	0.00	0.00	0.00	0.00
7840 - State Grant	0.00	0.00	0.00	0.00	0.00
7845 - Federal Grant	0.00	16.67	0.00	49.97	200.00
7871 - Grant-SIPA	0.00	0.00	0.00	0.00	0.00
7940 - Sale of Assets	0.00	0.00	0.00	0.00	0.00
Total Income	74,009.03	100,394.27	253,275.62	301,182.97	1,204,731.40
Cost of Goods Sold					
5001 - Cost of Goods Sold	0.00	0.00	0.00	0.00	0.00
Total COGS	0.00	0.00	0.00	0.00	0.00
Gross Profit	74,009.03	100,394.27	253,275.62	301,182.97	1,204,731.40
Expense					
void	0.00	0.00	0.00	0.00	0.00
4001 - Reconciliation Discrepancies	0.00	0.00	0.00	0.00	0.00
8000 - Trustees	10.47	333.33	811.12	1,000.03	4,000.00
8005 - Ordinances & Procedures	341.96	950.00	709.68	2,850.00	11,400.00
8010 - Colo. Muni League Dues	0.00	83.33	0.00	250.03	1,000.00
8015 - Elections	0.00	291.67	0.00	874.97	3,500.00
8020 - General Accounting	0.00	141.67	0.00	424.97	1,700.00
8025 - Auditing	0.00	833.33	0.00	2,500.03	10,000.00
8030 - Attorney	0.00	1,666.67	924.00	4,999.97	20,000.00
8035 - Insurance - General	0.00	1,463.50	16,635.07	4,390.50	17,562.00
8040 - Workman's Compensation	0.00	691.67	9,638.00	2,074.97	8,300.00
8050 - Colorado State Unemployment	62.11	52.01	457.14	156.10	624.19
8100 - Town's Share FICA	1,926.00	1,612.50	5,358.54	4,837.45	19,349.95
8110 - Town's Share MEDI	450.43	377.11	1,253.21	1,131.40	4,525.39
8115 - Town Share Health Insurance	3,098.82	4,799.75	9,703.56	14,399.25	57,597.00
8120 - Town Share Retirement Fund	903.03	1,560.48	2,596.12	4,681.43	18,725.75
8201 - Administrative Wages					
8200 - Clerk/Treasurer Wages	12,083.34	0.00	23,083.34	0.00	0.00
8205 - Deputy Clerk	0.00	0.00	7,979.25	0.00	0.00
8235 - Building Inspector	1,213.66	0.00	3,721.70	0.00	0.00
8201 - Administrative Wages - Other	0.00	18,966.67	0.00	56,899.97	227,600.00
Total 8201 - Administrative Wages	13,297.00	18,966.67	34,784.29	56,899.97	227,600.00
8208 - Communications Manager	4,000.00	2,000.00	9,000.00	6,000.00	24,000.00
8209 - Administrative Education	0.00	875.00	0.00	2,625.00	10,500.00
8210 - Clerk Education	20.65	0.00	20.65	0.00	0.00
8215 - Office Supplies	0.00	300.00	0.00	900.00	3,600.00
8220 - Town Manager Wages	0.00	0.00	0.00	0.00	0.00
8225 - Manager/Bldg/Zoning Education	0.00	0.00	0.00	0.00	0.00
8236 - Project Manager	0.00	0.00	0.00	0.00	0.00
8240 - County Treasurer's Fees	0.00	166.67	148.13	499.97	2,000.00
8245 - Municipal Court Wages	0.00	0.00	0.00	0.00	0.00
8250 - Municipal Court Postage	0.00	0.00	0.00	0.00	0.00
8280 - Payroll Expenses	0.00	0.00	0.00	0.00	0.00
8300 - Town Hall Maintenance	1,419.80	1,416.67	13,199.27	4,249.97	17,000.00
8308 - Town Hall Utilities	1,227.22	1,000.00	3,320.08	3,000.00	12,000.00
8310 - Lease Equipment	0.00	0.00	463.55	0.00	0.00
8315 - Lease Principal	0.00	120.50	0.00	361.50	1,446.00
8316 - Lease Interest	0.00	0.00	0.00	0.00	0.00
8405 - Animal Control	0.00	66.67	334.92	199.97	800.00
8410 - Organizational Membership Dues	360.00	83.33	360.00	250.03	1,000.00
8415 - Recycling Program	0.00	0.00	0.00	0.00	0.00
8501 - Seasonal Wages	0.00	0.00	0.00	0.00	0.00
8505 - Public Works Education	0.00	500.00	153.00	1,500.00	6,000.00

General Fund Profit & Loss Budget Performance

	Mar 25	Budget	Jan - Mar 25	YTD Budget	Annual Budget
8506 - Public Works Wages					
8510 - Street and Park Tech Wages	18,097.06	0.00	52,451.84	0.00	0.00
8506 - Public Works Wages - Other	0.00	16,202.00	0.00	48,605.90	194,423.90
Total 8506 - Public Works Wages	18,097.06	16,202.00	52,451.84	48,605.90	194,423.90
8508 - Street & Park Supervisor	0.00	0.00	0.00	0.00	0.00
8515 - Street Maintenance & Fuel	2,637.93	5,000.00	10,151.50	15,000.00	60,000.00
8520 - Emergency Snow Removal	0.00	2,500.00	0.00	7,500.00	30,000.00
8525 - Street Lighting	1,102.29	1,333.33	3,251.22	4,000.03	16,000.00
8530 - Vehicle & Equip. Maintenance	2,339.94	2,500.00	5,260.76	7,500.00	30,000.00
8538 - Shop Maintenance	801.53	1,000.00	7,042.56	3,000.00	12,000.00
8540 - Shop Utilities	332.91	750.00	2,185.47	2,250.00	9,000.00
8545 - Highway Barn Utilities	443.54	583.33	2,166.06	1,750.03	7,000.00
8550 - Highway Barn Maint.	0.00	333.33	0.00	1,000.03	4,000.00
8600 - Park Utilities	1,109.17	3,333.33	3,325.28	10,000.03	40,000.00
8605 - Park Maintenance	273.44	2,250.00	5,485.27	6,750.00	27,000.00
8700 - Custer County Sheriff	0.00	5,358.33	15,537.50	16,075.03	64,300.00
8800 - Donations	0.00	1,725.00	2,144.50	5,175.00	20,700.00
8802 - Plastic Pollution Act	0.00	0.00	0.00	0.00	0.00
8805 - Grants/Local	0.00	2,083.33	0.00	6,250.03	25,000.00
8806 - American Rescue Plan Expenses	0.00	0.00	0.00	0.00	0.00
8807 - Marketing	0.00	416.67	230.00	1,249.97	5,000.00
8808 - Economic Development	0.00	0.00	0.00	0.00	0.00
8810 - Contingencies	0.00	1,666.67	0.00	4,999.97	20,000.00
8811 - Contribution to/from Capital Fun	0.00	8,333.33	0.00	25,000.03	100,000.00
8820 - Transfers Out	0.00	0.00	100,000.00	0.00	0.00
8900 - Principat GLTD	0.00	0.00	0.00	0.00	0.00
8950 - Interest GLTD	0.00	0.00	0.00	0.00	0.00
9014 - Equipment Debt Service	0.00	0.00	0.00	0.00	0.00
9340 - Debt Service	0.00	0.00	0.00	0.00	0.00
Total Expense	54,255.30	95,721.18	319,103.29	287,163.56	1,148,654.18
Net Income	19,753.73	4,673.09	-65,827.67	14,019.41	56,077.22

2025 SALES TAX & PRIOR YEARS COMPARISONS

	2023	2023	2023	2024	2024	2024	2024	2025	2025	2025	2025	2025	% +/-
	2% of total (General Fund)	1% of total (Capital Fund)	3% Total Sales Tax	2% of total (General Fund)	1% of total (Capital Fund)	3% Total Sales Tax	2% of total (General Fund)	1% of total (Capital Fund)	2% of total (General Fund)	1% of total (Capital Fund)	3% Total Sales Tax	3% Total Sales Tax	% +/-
JAN	56,099.57	28,049.78	84,149.35	60,846.07	30,423.03	91,269.10	55,773.57	27,886.78	27,886.78	131.34	83,660.35	83,660.35	-8.34%
	9.67	4.83	14.50	48.33	24.17	72.50	262.67	131.34			394.01		
FEB	54,313.68	27,156.84	81,470.52	49,944.13	24,972.07	74,916.20	54,479.09	27,239.54	54,479.09	27,239.54	81,718.63	81,718.63	9.08%
	29.00	14.50	43.50				29.00	14.50			43.50		
MAR	66,060.05	33,030.03	99,090.08	63,051.66	31,525.83	94,577.49		0.00					-100.00%
APR	58,872.59	29,436.30	88,308.89	61,648.47	30,824.23	92,472.70		0.00					-100.00%
	106.34	53.17	159.51										
MAY	74,702.82	37,351.37	112,054.19	72,534.53	36,267.27	108,801.80		0.00					-100.00%
				1.93	0.97	2.90							
JUNE	90,134.77	45,067.39	135,202.16	86,941.95	43,470.97	130,412.92		0.00					-100.00%
	145.00	72.50	217.50										
JULY	87,355.27	43,677.64	131,032.91	88,634.03	44,317.02	132,951.05		0.00					% +/-
													-100.00%
AUG.	82,683.95	41,341.97	124,025.92	79,209.38	39,604.69	118,814.07		0.00					-100.00%
	174.00	87.00	261.00	253.38	126.69	380.07							
SEPT.	88,920.30	44,460.15	133,380.45	86,829.15	43,414.58	130,243.73		0.00					-100.00%
	87.00	43.50	130.50	24.17		36.25							
OCT.	71,952.51	35,976.25	107,928.76	80,627.43	40,313.72	120,941.15		0.00					-100.00%
	7.73	3.87	11.60	50.27	25.13	75.40							
NOV.	70,581.29	35,290.64	105,871.93	62,790.38	31,395.19	94,185.57		0.00					-100.00%
DEC.	49,448.45	24,724.23	74,172.68	73,061.90	36,530.95	109,592.85		0.00					-100.00%
TOTAL	851,683.99	425,841.96	1,277,525.95	866,497.17	433,236.50	1,299,745.75	110,544.33	55,272.16	110,544.33	55,272.16	165,816.49	165,816.49	1.74%

EMPLOYMENT AGREEMENT
Westcliffe Town Attorney

THIS EMPLOYMENT AGREEMENT ("Agreement") is made this ____ day of April, 2025, by and between the TOWN OF WESTCLIFFE (the "Town"), a statutory municipal corporation organized pursuant to Article XX of the Colorado Constitution, and Clayton M. Buchner, PO Box 3855, Pagosa Springs, Colorado ("Employee") (collectively, the "Parties"). This Agreement supersedes any prior employment agreements, written or verbal.

WITNESSETH

WHEREAS, the Town was organized and exists pursuant to the laws of the State of Colorado to provide municipal services for the benefit of its inhabitants and taxpayers; and

WHEREAS, the Town is in need of a Town Attorney; and

WHEREAS, Clayton M. Buchner is a duly licensed attorney in the State of Colorado, and Clayton M. Buchner is willing and able to serve as Town Attorney;

WHEREAS, the Town Attorney shall be appointed by the Board of Trustees of the Town of Westcliffe subject to the Terms of this Agreement; and

WHEREAS, the Town desires to set forth the terms of Employee's employment as the Town Attorney through this Agreement, to make provisions for certain benefits, to establish certain conditions of employment and to set working conditions therefore; and

WHEREAS, the Employee desires to accept the appointment as Town Attorney pursuant to the terms of this Agreement.

THEREFORE, in consideration of the mutual undertakings contained in this Agreement, the Town and Employee agree as follows:

1. Job Responsibilities.

a. The Employee shall perform all duties of the Town Attorney for WESTCLIFFE required by Constitution, statute, or ordinance, and shall perform other legal services as requested by the Town Board or by such Town officers or employees as designated by the Town Board (the "Legal Services" as specified herein and in **Exhibit A: Scope of Work/Duties**). The Legal Services include all necessary court appearances, legal research, investigation, correspondence, preparation of legal documents, trial preparation, appeals to Municipal and District Court, and all related work required to properly represent the Town.

b. This Agreement requires the Employee represent the Town with respect to the above subject matter only. Any other matters, except those incidental to and necessarily included with the Scope of Work, must be the subject of a separate agreement between the Employee and the Town.

c. The Employee will not provide any additional Legal Services on behalf of or to the Town other than those specified above without first consulting with the Town and obtaining authorization from the Town.

2. No Guaranteed Result. The Employee agrees to use their best efforts in representing the citizens of Westcliffe in this matter. However, the Town recognizes the Attorney cannot guarantee a particular outcome of any matter.

3. Term. Subject to the annual budget of the Town and the appropriation of funds related to this Agreement, the services to be performed by the Attorney shall begin upon full execution of this Contract, shall be retroactive to January 1, 2025, and shall terminate upon resignation or removal of the Attorney. The terms of this Agreement will be reviewed no later than December 31, 2026, unless the Employee is sooner terminated as hereinafter provided. This Agreement may be extended at the end of the initial term for an additional term of two (2) years through Resolution, upon mutual agreement of the parties.

4. Outside Activities. Employment as the Town Attorney is not considered as Employee's sole and exclusive employment. Employee may engage in outside employment that does not create a conflict with Employee's position.

5. Compensation and Payments. As a base annual salary (excluding employer-provided benefits), the Town agrees to pay the Employee for the services herein described the sum of \$14,000.00 per annum, payable in near-equal installments on a monthly basis, less necessary or agreed upon withholding for state and federal taxes and other deductions as applicable.

6. Leave. Under the provisions of this Agreement, the Employee shall not receive Personal Time Off (PTO), Holiday benefits, or any other paid leave benefits.

7. Additional Employee Benefits. The Town additionally agrees to budget for and/or reimburse the Employee for the following additional items:

a. Health Insurance. The Employee is not eligible to participate in the Town's health plans.

b. Life Insurance. The Employee is not eligible to participate in the Town's life insurance.

8. Retirement Benefits. The Employee is not eligible to participate in any of the Town's defined retirement contribution plans.

9. Deferred Compensation Plan. The Employee is not eligible to participate in the Town-sponsored 457 Deferred Compensation Plan, if any.

10. Mileage and Travel Costs. The Employee will receive reimbursement for mileage to and from Employee's home of record, Pagosa Springs, CO, to Westcliffe, CO, for official business at 90% of the prevailing IRS rate. Employee will receive per diem and lodging, meals, and incidentals as set by the General Services Administration for the County of Custer, Colorado.

11. Performance Evaluation. The Town may perform semi-annual performance reviews and evaluation of the Employee at the Town's first regular meeting in December. The evaluation process shall provide opportunity for the Trustees to prepare written evaluations of the Employee's performance, the Parties to meet

and discuss the evaluations and goals, and the Town to prepare a written summary of the evaluation results to be delivered to the Employee.

12. Termination. Either party has the right to terminate this agreement, with or without cause, immediately upon written notice to the other party. Such notice shall be delivered at least thirty (30) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. Upon such termination, the Employee shall be paid for Legal Services rendered and costs and expenses incurred prior to the date of termination. Such payment shall be the Employee's sole right and remedy for such termination.

13. Resignation. The Employee may voluntarily resign his employment with the Town upon at least thirty (30) days advance written notice; provided, however, that the Town may require the Employee to discontinue his employment sooner than the full thirty days in the interest of the Town. Voluntary resignation shall be without entitlement to severance benefits, if any.

14. Miscellaneous.

a. Entire Agreement/Merger/Severability. This Agreement constitutes the entire agreement of the Parties and a complete merger of prior negotiations and agreements. If any court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remainder of the Agreement shall remain fully enforceable. The court shall also have the authority to reform such unenforceable or void provision(s) so as to render the provision enforceable.

b. Governing Law. This Agreement shall be governed by the laws of the State of Colorado. Neither Party shall have a right to assign this Agreement, or enforce any other change, deletion, or addition or amendment, except as such assignment, or change, or amendment is agreed to in writing by both Parties.

c. Date of Signatures not Effective Date. Notwithstanding the date this Agreement is actually signed by any Party this Agreement is intended to and shall be effective as of January 1, 2025.

IN WITNESS WHEREOF, the TOWN OF WESTCLIFFE has caused this Agreement to be signed and executed on its behalf by the Mayor of the Board of Trustees and the Employee has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

TOWN OF WESTCLIFFE

By:

Mayor

Attest:

Town Clerk

EMPLOYEE

By: */s/ Clayton M. Buchner*

Clayton M. Buchner

EXHIBIT A

Summary

The Attorney shall perform all duties of the Town Attorney for WESTCLIFFE required by Constitution, statute, or ordinance, and shall perform other legal services as requested by the Town Board or by such Town officers or employees as designated by the Town Board. Without limiting the foregoing, the Attorney's duties shall include:

- Attend all regular Town Board meetings whenever possible, via Zoom or other live streaming service suffices, to provide counsel on legal issues and attend other meetings as assigned by the Mayor or Board of Trustees. Three times a year or per request of the BOT, an in-person meeting is requested at the rate listed in Section 6 of this contract, and at other times as the BOT requests such meeting be attended in person.
- Ensure acknowledgement of receipt of correspondence from Town Trustees or staff within 24 hours with confirmation of an estimated timeline of resolution of the issue.
- Report and directly communicate with Town Clerk/Administrator as primary point of contact.
- Act as legal advisor to and counsel for the Mayor, Board of Trustees, Town Boards/Commissions, and Town Administrator/Department Heads of the Town of WESTCLIFFE.
- Provide guidance on personnel matters, including employee disciplinary and grievance matters.
- Draft, review, or present agreements, bonds, contracts, ordinances, resolutions, and other written instruments pertinent to Town functions or that will be considered by the Town Board, Town Administrator, and Town Staff and provide a legal opinion as necessary as to the consequences of such documents.
- Provide counsel regarding land use rights and the ability to draft, review, and present legal documents relating to acquisitions, easements, variances, rights of way, and other land uses.
- Provide counsel for general municipal procedures and requirements, including without limitation, counsel to the Board of Trustees, Town Boards/Commissions and staff on compliance with the Colorado Open Meetings Law, the Colorado Open Records Act, liquor licensing laws, and municipal election law.
- Enforce Town codes, zoning regulations, and building standards through administrative and judicial actions and municipal court prosecution services.
- Participate in semi-annual performance review at the discretion of the BOT.

Sexual Assault Awareness Month Proclamation Westcliffe, Colorado

WHEREAS April is Sexual Assault Awareness Month and calls attention to the fact that sexual violence is widespread and impacts every person in Custer County; and

WHEREAS, every day, women, men, and children across Colorado suffer the pain and trauma of sexual assault upon survivors and our communities; and

WHEREAS, this crime occurs far too frequently, goes unreported far too often, and leaves long lasting physical and emotional scars; and

WHEREAS, during National Sexual Assault Awareness Month, we recommit ourselves to lifting the veil of secrecy and shame surrounding sexual violence, expanding support for victims, and strengthening our response; and

WHEREAS sexual violence affects individuals of all ages, backgrounds, and circumstances; and

WHEREAS, as a community we share the responsibility for protecting each other from sexual assault, supporting victims when it does occur, and bringing perpetrators to justice; and

WHEREAS, at every level we must work to provide necessary resources to victims of every circumstance including medical attention, mental health services, relocation and housing assistance, and advocacy during the criminal justice process; and

WHEREAS Westcliffe Colorado can come together to increase awareness about sexual violence, decrease its frequency, hold offenders accountable, support victims, and heal lives.

NOW, THEREFORE, LET IT BE PROCLAIMED City Council of Westcliffe, Colorado, that the month of April 2024 is hereby designated as Sexual Assault Awareness Month in Westcliffe, Colorado and hereby urge the community to work together to educate themselves about sexual violence prevention to support survivors, and speak out against harmful attitudes and actions.

TOWN OF WESTCLIFFE
REQUEST TO BE PLACED ON AGENDA

Office of the Town Clerk
P.O. Box 406
Westcliffe, CO. 81252
townclerk@townofwestcliffe.com
719-783-2282

X

_____ **Westcliffe Town Board**

_____ **Westcliffe Planning Commission**

Here are things you need to know:

- You must contact the Town staff prior to coming to the Board. Quite often the issue can be resolved by staff action.
- Please plan on attending the meeting. The Board of Trustees will be unable to take action without a representative in attendance.

Please complete the following information and return this form no later than ten (10) days prior to the Board meeting to the above address or bring it to the Town Hall at 1000 Main Street our office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. (Regular Board meetings are scheduled for the first Monday of each month.)

Name of person making presentation: _____ **Matt Granger** _____

Organization, if speaking on behalf of a group: _____ **Westcliffe Farmers Market** _____

Is this a request for Board action? _____ **Yes** _____ **No**

Please provide a summary of your comments: _____

_____ Seeking the BOT's time to review our proposal prepared

_____ in coordination with the Westcliffe Park Advisory Committee about

_____ the market's future use of Jess Price Park.

What staff member have you spoken to about this? Please summarize your discussion:

_____ Mark Dembosky and the Market have been in discussion about preparing a use plan

_____ that will allow the market to utilize Jess Price Park while maintaining its updated beauty.

Contact information:

Name: _____ **Matt Granger (Market Manager)** _____

Mailing Address: _____ **P.O. Box 1057** _____
_____ **Westcliffe, CO 81252** _____

email: _____ **westcliffefarmersmarket@gmail.com** _____

Daytime Phone: _____

404-933-6612