

**AGENDA
BOARD OF TRUSTEES
TOWN OF WESTCLIFFE
TUESDAY, DECEMBER 12, 2023
PATTERSON HALL – 1000 MAIN
REGULAR MEETING**

5:30 p.m.

Join by Zoom

Meeting ID: 885 9606 8039

Passcode: 116969

By Phone: 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. Public Comment-For agenda items only.
 7. Old Business
None
 8. New Business
 - a. Tourism Board update: Deb Adams.
 - b. **PUBLIC HEARING – 2024 BUDGET.**
 - c. Consideration of a request to approve Ordinance NO. 6-2023 Adopting the 2024 Budget.
 - d. Consideration of a request to approve Ordinance NO. 7-2023 Appropriation of Funds from the 2024 Budget.
 - e. Consideration of a request to approve Ordinance NO. 8-2023 Set Mill Levy for 2024 Budget.
 - f. Consideration of approving the 2024 Custer County Sheriff's contract.
 - e. Consideration of approving the 2024 Communications Manager contract.
 - g. Consideration of approving the 2024 Trash Service company.
 9. Additions to Agenda
 10. Staff & Committee Reports
 11. Public Comment – The purpose is to request placing items on future agendas and scheduling informational presentations. There is a 3-minute limit for presentations.
- Adjourn

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CALL TO ORDER

Mayor Pro-Tem Mowry called the meeting to order at 5:30 P.M.

ROLL CALL

The following members were present: Mr. Mowry, Ms. Lund, Mr. Fulton, Mr. Nordyke, and Mr. Wilhelm.

ABSENT: Mayor Wenke and Mr. Dembosky.

PLEDGE OF ALLEGIANCE

Mayor Pro-Tem Mowry led the Pledge of Allegiance.

OTHERS PRESENT

Kathy Reis, Wanda Jennings, Clay Buchner, Ellen Glover, Andy Mast, Carl Zimmer, Caleb Patterson, Karl Zimmer, and Janet Rhodes.

TREASURER’S REPORT

	REVENUE RECEIVED		BALANCE OF ACCOUNTS
General Fund Checking:	\$ 92,057.30	\$	252,480.68
CSafe-GF Core 11:	\$ 3,661.10	\$	872,089.68
CSafe-3% Tabor Reserve 13:	\$ 217.76	\$	46,462.60
CSafe-General Fund Reserve-14	\$ 1,793.54	\$	382,973.18
CSafe-Tennis Ct.-Core-16	15.20		20,015.20
Tennis Court Checking:	\$ 0.00	\$	2,382.70
Municipal Court Checking:	\$ 25.00	\$	5,178.70
Conservation Trust Fund Checking:	\$ 31.92	\$	6,386.98
Capital Fund Checking:	\$ 42,445.73	\$	214,656.34
CSafe-CF Core 12:	\$ 4,829.42	\$	1,031,279.92

EXPENDITURES FOR NOVEMBER 2023:

GENERAL FUND:	\$	85,542.90
MUNICIPAL COURT:	\$	0.00
TENNIS COURT:	\$	0.00
CONSERVATION TRUST FUND:	\$	0.00
CAPITAL FUND:	\$	4,016.24

APPROVAL OF CONSENT AGENDA

- a. Approval of minutes – October 17, 2023 Regular meeting.
- b. Treasurer’s Report
- c. Approval of Bills

ACTION: Mr. Nordyke moved, and Mr. Wilhem seconded to approve the consent agenda. Motion carried.

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OLD BUSINESS

None

NEW BUSINESS

a. Consideration of a request to approve a Façade grant application for 219 Main Street.

There were two issues previously discussed: Whether the code requirements for signs were met and whether Dark Skies had approved the request. Mr. Patterson confirmed that the code requirements are satisfied, and Dark Skies does not have any concerns.

Mr. Fulton inquired if the studio sign with Mr. Mast's signature will be made of steel, and Mr. Mast confirmed that it will be.

ACTION: Mr. Wilhelm moved, and **Mr. Nordyke** seconded to approve the Façade grant application. Motion carried.

b. Consideration of a request to put a mirror at the intersection of Main St. and Adams Blvd.-Brandon Thurston.

Trees at the end of Main Street obstruct the view and could cause a traffic incident.

The Board of Trustees agreed that the request will go to the Planning Commission and then be brought back with recommendations. Issues to research are the flow of traffic on Main Street and the possibility of putting a three-way stop rather than a mirror.

c. Consideration of putting a four-way stop on Second and Main Street.

Ms. Lund voiced concern that the stop sign will not be visible to drivers because of the parked cars on Main Street. Mr. Mowry brought up the possibility of vehicles getting backed up on Main Street because of the four-way stop.

The request will go to the Planning Commission and then be brought back to the Board of Trustees with recommendations.

d. Consideration of appointing two citizens to the vacant Planning Commission positions and possible alternates.

Two applications have been submitted for the vacant positions: Chris Lund and Chuck Jagow. Both were interviewed, and Mr. Mowry approved appointing the candidates to the Planning Commission.

There are no alternates yet. Mr. Mowry reported that if there are suggestions as to citizens who may want to be an alternate, they should speak with Mayor Wenke. The alternates will be discussed at the December meeting.

ACTION: Mr. Fulton moved, and **Mr. Wilhelm** seconded to appoint Chris Lund and Chuck Jagow to the vacant Planning Commission positions. Motion carried.

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NEW BUSINESS CONTINUED

- e. Consideration of a request to approve the Planning Commission to discuss future affordable housing development plans for six lots south of Hermit Rd.

Mr. Patterson reported that there will be meetings between himself, grant finders, and utility entities (Black Hills Energy and Round Mountain Water) to discuss cost and infrastructure.

The Board of Trustees agreed to continued research and discussion of the affordable housing development by the Planning Commission.

STAFF & COMMITTEE REPORTS

a. Report from Town Clerk

Ms. Reis reported that the Revitalize Main Street (RMS) Grant was submitted to CDOT and will hear in mid to late December if the Town receives the grant money. The grant request is for sidewalks, curbs, and gutters starting on 6th Street on Powell down to 2nd Street.

b. Report from Town Manager

Mr. Patterson has not yet received a bid for a town hall generator. He will reach out to contractors in hopes of receiving at least three bids.

The grate at Memorial Park is complete.

The snow route will be changed for the business areas.

There have been no bids for the electronic vehicle charging stations. Mr. Patterson requested that Black Hills Energy install them if they stay within budget.

Mr. Fulton reported that the Town will pay for the electricity and then use the customer fees towards the upkeep of the chargers. Once the transformers are acquired, Black Hills Energy can begin installing the charging stations.

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

ADJOURN

Recorded by:
Erin Christie
Deputy Town Clerk

REVENUES RECEIVED IN NOVEMBER 2023

GENERAL FUND

Cash		
Gary's Glamping	STR Renewal	150.00
Crazy Women's Downtown Townhouse	STR Renewal	150.00
Credit Card		
The Cliffe House	Balance STR Renewal	15.00
Paul Andrews	STR Renewal	150.00
As the Wren Flies	STR Renewal	150.00
Corey Flickinger	STR Renewal	150.00
Mountain Thistle	STR Renewal	150.00
Checks		
Gary Martin	Park Damage and Usage Fee	125.00
All Aboard Westcliffe	STR Renewal	150.00
Pay & Save	3rd qtr bage fee	1,087.68
Michael Selden	Bldg Permit/102 Crista Lane/New Residential Home	4,500.00
Martin & Tope Real Estate Co	1/2 of Sidewalk Repair/507 Main	6,046.76
Black Hills	Franchise Fee	2,357.56
Bootlegger's Mercantile LLC	Renewal Fee	125.00
Custer County Treasurer	Clerk Fees Sales Tax-2%	87.00
Awesome House, Stary Skies, Big Mtns.	STR Renewal	150.00
Custer County Treasurer		1,489.49
	INC- Current Interest	\$17.98
	RBC-Current Road & Bridge	\$233.90
	RLC-Current Tax	\$285.57
	SOA-Specific Ownership A	\$104.77
	SOB-Specific Ownership B	\$858.86
	TFC-Treasurer Fee	-\$10.75
United Business Bank	Interest	28.36
State of Colorado	CIG Tax	904.02
State of Colorado	2% Sales Tax	88,920.30
State of Colorado	Highway Users Tax	2,791.87
Westcliffe Construction LLC	201 S. 3rd St. Remove Front Porch Awning Building Permit	395.00
GENERAL FUND CHECKING REVENUE RECEIVED IN NOVEMBER 2023		\$110,073.04

CSafe-GF Core-11	Interest	4,001.82
CSafe-3% Labor Reserve-13	Interest	213.32
CSafe-GF Reserve-14	Interest	1,757.46
CSafe-GF Reserve-16	Interest	92.08

TENNIS COURT PROJECT CHECKING

TENNIS COURT PROJECT CHECKING REVENUE RECEIVED IN NOVEMBER 2023		\$0.00

MUNICIPAL COURT CHECKING REVENUE RECEIVED IN NOVEMBER 2023		\$0.00

REVENUES RECEIVED IN NOVEMBER 2023

CONSERVATION TRUST FUND		
United Business Bank	Interest	0.26
CONSERVATION TRUST FUND REVENUE RECEIVED IN NOVEMBER 2023		\$0.26

CSafe-CF Core 15	Interest	193.06
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CAPITAL FUND		
United Business Bank	Interest Capital Fund Checking	20.27
State of Colorado (Town of Westcliffe)	1% Sales Tax	44,485.86
Verizon Wireless	Lease Payment	1,000.00
Custer County Treasurer	Clerk Fees Sales Tax-1%	43.50
CAPITAL FUND CHECKING REVENUE RECEIVED IN NOVEMBER 2023		\$45,506.13

CSafe-CF Core 12	Interest	4,732.34
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BALANCE IN ALL FUND ACCOUNTS

GENERAL FUND CHECKING	\$287,561.88
CSafe-GF Core-11	\$876,091.06
CSafe-3% Labor Reserve-13	\$46,675.92
CSafe-GF Reserve-14	\$384,730.64
CSafe-GF Reserve-16	\$20,107.28
TENNIS COURT PROJECT CHECKING	\$5,178.70
MUNICIPAL COURT CHECKING	\$2,382.70

TOTAL GENERAL FUND ACCOUNTS \$1,620,345.48

CONSERVATION TRUST FUND CHECKING	\$6,387.24
CSafe-CF Core 15	\$42,224.98

TOTAL CONSERVATION TRUST FUND ACCOUNTS \$48,612.22

CAPITAL FUND CHECKING	\$251,613.04
CSafe-CF Core 12	\$1,036,012.26

TOTAL ALL CAPITAL FUND ACCOUNTS \$1,287,625.30

CASH BALANCE OF ALL FUND ACCOUNTS \$2,956,583.00

NOTE: 1% Sales tax of \$44,485.86 and \$43.50 Clerk Fees Sales Tax were transferred to the Capital Fund from the General Fund.

GENERAL FUND

ACA Products	Street maintenance/salt and sand	579.20
American Legion	2023 Donation	172.44
Black Hills Energy	Lights/Electric	1,779.18
Buchner, Clayton, Attorney at Law	Attorney Fees	520.00
Card Services	Office Supplies/Two months	2,911.22
Cathy Snow	Street Closure Damage Refund	250.00
CenturyLink	Phone/Elevator	49.97
Crestone Graphics	Black Ink	199.25
Custer County Rd. & Bridge	Street Maint.& Fuel	365.41
DHM Design	Progress Billing/Parks	16,119.80
ERB Element	Communication Services	3,413.08
Fire Shield	Street Maint./Trim trees 2nd St.& S. 5th Street	6,400.00
Gary Martin	Refund Park Damage Deposit	100.00
GMCO Corporation	Street Maint./Ice Melt	257.50
Hilltop Broadband	Internet	255.45
Norup Gas	Propane	239.40
ODP Business Solutions	Office Supplies	154.97
Procom LLC	Pre-Employment Drug Testing	38.00
Pueblo Brake and Clutch	Vehicle Maint./Parts	433.86
Rock Auto Parts	Vehicle Maint./Parts	744.64
Round Mtn. Water & Sanitation District	Water & Sewer	655.10
Skyline Steel	Street Maint./Culvert	909.05
Uline	Street, Park & Shop Maint.	995.16
Valley Ace Hardware	Supplies	995.39
Valley Assisted Living	Refund Request	73.67
Wet Mtn Tribune	Publishing	367.44
Xerox Corporation	Meter Read/Lease Payment	200.74

Payroll Expenses

CEBT	Employer/Health Ins.	1,308.76
CEBT	Employee/Health Ins.	494.60
EFTPS	November Payroll Taxes	7,064.48
GWRS	Employee Share Retirement Fund (ACH)	2,284.66
GWRS	Employer Share Retirement Fund (ACH)	490.01

<u>BILLS TO DATE</u>	<u>\$50,822.43</u>
<u>NOVEMBER 2023 PAYROLL</u>	<u>\$22,781.02</u>
TOTAL GENERAL FUND EXPENDITURES FOR NOVEMBER PAID IN DECEMBER 2023	\$73,603.45

CAPITAL FUND

Ayres Associates, Inc	Tap Project-Progress Payment/ROW	6,731.44
Deere Financial	Lease Payment	930.74
TOTAL CAPITAL FUND EXPENDITURES FOR NOVEMBER PAID IN DECEMBER 2023	\$7,662.18	

Town of Westcliffe
General Fund Profit & Loss Budget Performance
November 2023

	Nov 23	Budget	Jan - Nov 23	YTD Budget	Annual Budget
Income					
7000 · General Property Taxes	285.57	5,729.92	67,853.39	63,029.08	68,759.00
7050 · Specific Ownership Taxes	963.63	750.00	9,721.14	8,250.00	9,000.00
7100 · Town Sales Taxes	88,981.59	70,193.97	800,878.90	772,133.71	842,327.68
7101 · Town Sales Tax License	1,190.00	500.00	7,940.00	5,500.00	6,000.00
7106 · Penalties & Int-Delinquent Tax	17.14	16.67	182.53	183.33	200.00
7115 · Franchise Fee	2,357.56	2,333.33	32,756.01	25,666.67	28,000.00
7120 · Special Assesments	0.00	41.67	0.00	458.33	500.00
7125 · Building & Zoning Permits	4,895.00	7,916.67	66,435.00	87,083.33	95,000.00
7126 · Fence & Sign Permits	0.00	150.00	2,825.00	1,650.00	1,800.00
7127 · Special Use By Review Permits	0.00	83.33	600.00	916.67	1,000.00
7130 · Traffic Fines & Ordinances	0.00	16.67	39.01	183.33	200.00
7135 · Court Costs	0.00	2.08	0.00	22.92	25.00
7140 · Liquor Licenses/Special Events	0.00	125.00	3,656.25	1,375.00	1,500.00
7148 · Disposable Bag Fee	0.00		3,187.92		
7150 · Cigarette Tax	904.02	150.00	3,058.71	1,650.00	1,800.00
7160 · Interest Income	6,093.04	333.33	55,974.84	3,666.67	4,000.00
7165 · Miscellaneous Income	6,046.76	83.33	14,652.49	916.67	1,000.00
7200 · Highway Users Tax	2,791.87	2,508.33	28,271.04	27,591.67	30,100.00
7205 · Road & Bridge Funds	233.90	2,597.42	32,475.70	28,571.58	31,169.00
7215 · American Rescue Plan Funds	0.00	0.00	0.00	157,847.64	157,847.64
7300 · Tennis Court Donation Fund	0.00	12.50	169.05	137.50	150.00
7305 · Events Center-Rental Fees	0.00	179.17	3,050.00	1,970.83	2,150.00
7310 · Bluff Site Maint. Fee	0.00	291.67	0.00	3,208.33	3,500.00
7315 · Park Usage Fee	0.00	125.00	1,900.00	1,375.00	1,500.00
7845 · Federal Grant	0.00	16.67	58.04	183.33	200.00
Total Income	114,760.08	94,156.73	1,135,685.02	1,193,571.59	1,287,728.32
Gross Profit	114,760.08	94,156.73	1,135,685.02	1,193,571.59	1,287,728.32
Expense					
8000 · Trustees	80.24	416.67	6,073.94	4,583.33	5,000.00
8005 · Ordinances & Procedures	367.44	600.00	4,369.26	6,600.00	7,200.00
8010 · Colo. Muni League Dues	0.00	0.00	881.00	900.00	900.00
8020 · General Accounting	0.00	125.00	650.00	1,375.00	1,500.00
8025 · Auditing	0.00	816.67	9,750.00	8,983.33	9,800.00
8030 · Attorney	520.00	1,666.67	12,846.28	18,333.33	20,000.00
8035 · Insurance - General	0.00	0.00	10,779.23	10,295.00	10,295.00
8040 · Workman's Compensation	0.00	0.00	5,930.00	6,500.00	6,500.00
8050 · Colorado State Unemployment	13.77	66.20	478.71	728.20	794.40
8100 · Town's Share FICA	1,866.27	1,368.13	17,544.42	15,049.45	16,417.58
8110 · Town's Share MEDI	436.47	319.97	4,103.12	3,519.63	3,839.60
8115 · Town Share Health Insurance	2,047.93	3,600.00	19,652.29	39,600.00	43,200.00
8120 · Town Share Retirement Fund	490.01	558.46	4,421.20	6,143.03	6,701.49
8200 · Clerk/Treasurer Wages	4,192.15	4,192.15	46,113.65	46,113.67	50,305.82
8205 · Deputy Clerk	7,918.76	3,364.44	40,942.90	37,008.84	40,373.28
8208 · Communications Manager	3,000.00	2,000.00	18,439.14	22,000.00	24,000.00
8210 · Clerk Education	0.00	83.33	571.94	916.67	1,000.00
8215 · Office Supplies	514.13	150.00	2,728.34	1,650.00	1,800.00
8220 · Town Manager Wages	5,000.00	6,250.00	52,916.68	68,750.00	75,000.00
8225 · Manager/Bldg/Zoning Education	0.00	191.67	5,456.69	2,108.33	2,300.00
8235 · Building Inspector	1,105.05	2,730.00	21,414.36	30,030.00	32,760.00
8240 · County Treasurer's Fees	10.75	125.00	2,010.23	1,375.00	1,500.00
8300 · Town Hall Maintenance	1,242.80	500.00	8,644.03	5,500.00	6,000.00
8308 · Town Hall Utilities	818.65	666.67	9,689.85	7,333.33	8,000.00
8310 · Lease Equipment	120.50	125.42	1,325.50	1,379.58	1,505.00
8405 · Animal Control	0.00	42.77	313.26	470.49	513.26
8410 · Organizational Membership Dues	0.00	83.33	2,736.08	916.67	1,000.00

Town of Westcliffe
General Fund Profit & Loss Budget Performance
 November 2023

	Nov 23	Budget	Jan - Nov 23	YTD Budget	Annual Budget
8505 · Townman Education	0.00	250.00	4,210.00	2,750.00	3,000.00
8510 · Street and Park Tech Wages	12,379.89	14,282.12	124,570.07	157,103.28	171,385.40
8515 · Street Maintenance & Fuel	9,418.03	4,583.33	51,484.33	50,416.67	55,000.00
8520 · Emergency Snow Removal	0.00	2,500.00	630.00	27,500.00	30,000.00
8525 · Street Lighting	1,180.51	1,000.00	19,039.56	11,000.00	12,000.00
8530 · Vehicle & Equip. Maintenance	1,539.64	1,666.67	21,771.87	18,333.33	20,000.00
8538 · Shop Maintenance	1,302.05	833.37	11,337.03	9,166.63	10,000.00
8540 · Shop Utilities	229.93	458.33	6,445.27	5,041.67	5,500.00
8545 · Highway Barn Utilities	173.86	548.33	5,101.81	6,031.67	6,580.00
8550 · Highway Barn Maint.	0.00	833.33	4,040.27	9,166.67	10,000.00
8600 · Park Utilities	775.57	1,666.67	21,228.33	18,333.33	20,000.00
8605 · Park Maintenance	437.05	1,833.33	16,018.57	20,166.67	22,000.00
8700 · Custer County Sheriff	0.00	4,708.33	56,500.00	51,791.67	56,500.00
8800 · Donations	246.11	2,216.67	21,100.00	24,383.33	26,600.00
8802 · Plastic Pollution Act	0.00		2,189.07		
8805 · Grants/Local	0.00	2,083.33	12,750.00	22,916.67	25,000.00
8806 · American Rescue Plan Expenses	0.00	13,153.97	0.00	144,693.67	157,847.64
8807 · Marketing	743.61		6,183.74		
8810 · Contingencies	0.00	1,666.67	0.00	18,333.33	20,000.00
8820 · Transfers Out	0.00	0.00	265,000.00	265,000.00	265,000.00
Total Expense	58,171.17	84,327.00	960,382.02	1,210,291.47	1,294,618.47
Net Income	56,588.91	9,829.73	175,303.00	-16,719.88	-6,890.15

TOWN OF WESTCLIFFE
Capital Fund Profit & Loss Budget Performance
November 2023

	Nov 23	Budget	Jan - Nov 23	YTD Budget	Annual Budget
Income					
CRF7160 · Interest Income	4,752.61	250.00	46,194.05	2,750.00	3,000.00
CRF7213 · Grants (Existing) RW	0.00	139,807.25	99,522.62	1,537,879.75	1,677,687.00
CRF7220 · Grants (New) RW	0.00		23,646.00		
CRF7238 · Other Contributions	0.00		22,062.02		
CRF7270 · Lease Proceeds Verizon Tower	1,000.00	1,000.00	11,000.00	11,000.00	12,000.00
CRF7285 · 1% Sales Tax from General Fund	44,529.36	35,096.99	400,478.02	386,066.85	421,163.84
CRF7810 · Transfers From General Fund	0.00	11,666.67	265,000.00	128,333.33	140,000.00
Total Income	50,281.97	187,820.91	867,902.71	2,066,029.93	2,253,850.84
Expense					
CRF9011 · CIP Roadway (Existing)	0.00	160,250.00	277,422.00	1,762,750.00	1,923,000.00
CRF9012 · CIP Town Property (Existing)	0.00	416.67	45,600.00	4,583.33	5,000.00
CRF9014 · Equipment Debt Service	1,861.48	930.75	11,168.88	10,238.25	11,169.00
CRF9025 · CIP Roadway (New)	0.00		39,785.00		
CRF9026 · CIP-Town Property (New)	0.00	14,583.33	0.00	160,416.67	175,000.00
CRF9027 · CIP-Equipment (New)	0.00	8,333.33	130,028.10	91,666.67	100,000.00
CRF9101 · Improvements-Design	6,731.45	1,640.58	83,273.60	18,046.42	19,687.00
Total Expense	8,592.93	186,154.66	587,277.58	2,047,701.34	2,233,856.00
Net Income	41,689.04	1,666.25	280,625.13	18,328.59	19,994.84

2023 SALES TAX & PRIOR YEARS COMPARISONS

	2019	2020	2021	2022	2022	2022	2022	2022	2022	2022	2023	2023	2023	2023	2023	2023	% +/-
			3% total	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)	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	% +/-
<u>JAN</u>	30,006.18	34,234.63	69,693.17 150.80	52,130.67	26,065.34	78,196.01	56,099.57	28,049.78	9.67	4.83	84,149.35	7.61%					
<u>FEB</u>	24,163.25	32,835.27	62,025.70 232.01	47,263.31	23,631.66	70,894.97	54,313.68	27,156.84	29.00	14.50	81,470.52	14.92%					
<u>MAR</u>	36,077.93	51,033.37	88,768.43 15.95	62,836.37	31,418.18	94,254.55	66,060.05	33,030.03			99,090.08	5.13%					
<u>APR</u>	31,062.04	46,184.28	77,315.01	63,620.32	31,810.16	95,430.48	58,872.59	29,436.30	106.34	53.17	88,308.89	-7.46%					
<u>MAY</u>	43,414.62	51,540.56	101,149.31	65,844.72	32,921.39	98,764.18	74,702.82	37,351.37			112,054.19	13.46%					
<u>JUNE</u>	56,385.66	69,361.40	121,572.25	87,594.31	43,797.16	131,391.47	90,134.77	45,067.39	145.00	72.50	135,202.16	2.90%					
<u>JULY</u>	56,461.48	65,272.29	117,054.99 130.50	88,247.65	44,123.83	132,371.48	87,355.27	43,677.64			131,032.91	-1.01%					
<u>AUG.</u>	46,583.57	59,524.79	88,928.52	85,806.99	42,903.49	128,710.48	82,683.95	41,341.97	174.00	87.00	124,025.92	-3.64%					
<u>SEPT.</u>	58,818.79	79,591.87	118,962.80	99,847.81	49,923.90	149,771.71	88,920.30	44,460.15	87.00	43.50	133,380.45	-10.94%					
<u>OCT.</u>	46,241.58	58,001.14	99,222.56	70,957.73	35,478.87	106,436.60											
		74.43															
<u>NOV.</u>	44,692.15	52,631.93	92,901.48	69,942.02	34,971.01	104,913.03											
		44.47	7.25														
<u>DEC.</u>	45,023.69	66,270.58	101,609.63	71,268.61	35,634.30	106,801.41											
<u>TOTAL</u>	473,907.25	547,579.60	845,999.44	865,360.51	432,679.29	919,107.92	659,694.01	329,846.97			989,540.98	7.66%					

Proposed	518,930.94	510,000.00	898,561.65	802,216.84	401,108.42	1,203,325.26	842,327.68	421,163.84			1,263,491.52	
Actual	473,907.25	547,579.60	1,139,740.36	865,360.51	432,679.29	1,297,936.37	659,694.01	329,846.97			989,540.98	
Difference	45,023.69	-37,579.60	-241,178.71	-63,143.67	-31,570.87	-94,611.11	182,633.67	91,316.87			273,950.54	

**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

Westcliffe Town Board **Board of Adjustments**

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 third Tuesday of each month.)

Name of person making presentation: Deb Adams

Organization, if speaking on behalf of a group: Custer County Tourism Board

Is this a request for Board action? No

Please provide a summary of your comments:

An annual review of what Tourism has done and what we plan to do in 2024. Recently held a Tourism Topics Discussion Forum with 40 tourism stakeholders present.

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

Kathy Reis, no discussion

Contact information:

Name: Deb Adams
Mailing Address: PO Box 1227, Westcliffe CO 81252-1227

email: custertourism3@gmail.com
Daytime Phone: 303-579-2960

Visit Wet Mountain Valley

COME FOR THE MOUNTAINS

Consider yourself invited to our quaint mountain towns, majestic national forests and breathtaking wilderness areas. Climb our mountain peaks, hike our trails with vistas as far as the eyes can see and cast your line across one of our pristine mountain lakes and streams in the Sangre de Cristo mountains.

FRONTIER PATHWAYS SCENIC BYWAY

Snowcapped mountains, jagged canyons, carpeted meadows and aspen-covered hillsides make this a stunning, scenic drive in Colorado. The 103-mile Frontier Pathways Scenic Byway runs from Westcliffe to Pueblo, with a second branch to Colorado City. Take a drive on CO-165 through the Wet Mountains to visit Bishop Castle, a quirky structure built entirely by one man, and Lake Isabel, a favored vacation destination.

THE ARTS ABOUND

An arts-centered destination filled with talented and vibrant people in our art galleries and small shops. Main Street is a hub for the valley's visual and creative arts. Explore the local arts anytime you are in town or visit during the Second Saturday Art Walk, a great way to see local artworks and meet the artists.

GRAVEL GRINDING

The best-kept cycling secret is the wonderful opportunities for "gravel grinding" right here in Custer County with over 350 miles of road with most of it being gravel. Uncrowded and unspoiled, there are route options for all riding levels to explore the area on two wheels.

STAY FOR THE STARS

The Wet Mountain Valley is known for sweeping mountain vistas with big open skies, but it's the incredible night sky that makes an overnight stay a must for a world-class stargazing experience. The towns of Westcliffe and Silver Cliff were certified by the International Dark Sky Association as Colorado's First Dark Sky Community in 2015. The Smokey Jack Observatory offers public and private star sessions from May through September.

RELAX AND BE COOL

Consider the Wet Mountain Valley a place to chill and slow down, unwind, unplug, be patient and kind. Step back into the past visiting our historical Heritage Centers. Breathe in the fresh mountain air, enjoy the cool weather and expansive views. We Care for Colorado and thank you for keeping our county clean, pristine and beautiful.

www.westcliffe-colorado.com

Paid Advertisement

RELAX
ADJUST YOUR ATTITUDE AT OUR ALTITUDE

WET MOUNTAIN VALLEY

AMERICANA & BLUES MUSIC FESTIVALS

HISTORICAL & HERITAGE MUSEUMS

EPIC ALPINE HIKING ADVENTURES

AUTHENTIC WESTERN EXPERIENCES

LIVE THEATER & SHAKESPEARE IN THE SANGRES

LOCAL ARTISTS & GALLERIES

VINTAGE PLANES AT SILVERWEST AIRFEST

HIGH ALTITUDE HORSEPOWER CAR SHOW

Westcliffe-Colorado.com

WESTCLIFFE & SILVER CLIFF • COLORADO'S FIRST INT'L DARK SKY COMMUNITY



December 1, 2023

The Tourism Board is responsible for developing and implementing a plan to market and promote tourism for Custer County. Tourism is supported by a 2% lodging tax paid for by visitors staying in local accommodations including short-term rentals.

As per our Bylaws: *“The revenues generated by the lodging tax shall be used only to promote, advertise and market tourism in Custer County, via a mix of traditional and media advertising, as determined by the CCTB. No lodging tax collected shall be used for any capital expenditures, with the exception of tourist information centers.”*

Lodging tax revenue to date is \$104,398.11, a growth of 32.8% from 2022 and 129% over budget. This lodging tax figure translates to \$5.2 million in lodging revenue. Without a doubt, Tourism is a vital economic driver. We will begin the new year with over \$100,000 in the bank and will operate within a budget of \$83,000 in 2024.

Tourism Review of 2023:

- Held a **Tourism Discussion Forum** in the library community room filled to capacity to toss around ideas. We will plan an annual community outreach to keep people informed about tourism and engage people to help support businesses and build community.
- A **Strategic Planning Session** is scheduled for Tuesday, February 13 with Gary Taylor as facilitator. We will then update **2024-2026 Marketing Plan. We Care for Colorado.**
- The **Destination Stewardship Initiative** is a strategic industry framework that takes a collaborative approach to support our state balance the quality of life for residents alongside the experience for visitors while enhancing our natural environment, cultures and communities. The concept emphasizes the need to balance tourism development with the preservation of the destination’s natural, cultural and social resources. Seven categories with nine priorities; top three shown:
 - Community Impacts: Workforce housing availability and affordability. Maintaining community character. Investments that benefit visitors and residents
 - Cultural Heritage: Enhancing festivals and events. Preservation of historical buildings and homes. Honoring Native Americans and their lands.
 - Diversity, Equity, Inclusion and Accessibility: Encouraging & recognizing inclusive hosts. Accessible infrastructure. Accessible interpretation & information.
 - Economic Sustainability: Addressing seasonality (positive/negative impacts). Advancing tourism workforce. Increasing livable wages and perks for workforce.
 - Environment: Preventing wildfires. Minimizing noise, light and contamination pollution. Addressing water usage, conservation and quality.
 - Visitor Management: Waste management (i.e. littering and pet waste). Improving visitor behavior / promotion of Leave No Trace principles. Maintaining the welcome (i.e. making sure that residents are friendly to visitors).
 - Governance: Over-dependence on volunteers (boards/councils/committees) for complex, long-term programs/projects (e.g. byways). Limited public understanding about tourism,





management/marketing functions, funding and revenue use. Lack of coordination for data collection, monitoring and reporting.

- Two paid **social media campaigns**, one for awareness and for an off-season Getaway Giveaway. Close to 3,000 entries for 2 prize packages for travel between now and April 15.
- Applying for a **CTO Management Grant** for \$20,000 with a \$5,000 match to replace three Forest Service trailhead kiosks and update all kiosks with interpretive signage on the Rainbow Trail. We are working in collaboration with the Forest Service, Trails for All, Custer County Search & Rescue and All the Range.
- Shelly Larson of **Jo Studio, Inc.** is a yearly contract and just as we thought, her talent and professionalism has elevated Tourism's ability to market and promote the Wet Mountain Valley with creativity, expertise and enthusiasm. Tourism provides graphic design and printing of event posters and literature for non-profits.
- A yearly contract with **Vista Works** to support and maintain our website along with professional public relations services.
- Attended the **Governor's Tourism Conference** in Fort Collins in September. The event was very informative and we visited local and state Welcome Centers.
- **CC Tourism literature** (all available as a download online as well as in print):
 - WMV Guidebook, will be reprinted in 2024. Less than 3000 left.
 - Town Map will be updated/reprinted in May before Memorial weekend.
 - Hiking map of the Sangre de Cristo and Wet Mountains, plenty of 50 pg. pads.
 - Past & Present booklet released in May. Printed 10,000 copies, less than 3000 left.
 - The Restaurant Schedule is updated on a monthly basis.
- **Press in 2023:**
 - Headlines: The Charming Town of Westcliffe is Picture-Perfect for a Weekend Getaway. Top Summer Stargazing Destinations. These Towns were Named the nations's top stargazing spots. 9 gorgeous Rocky Mountain Towns to visit in 2023. How You Can Experience Ranch Life in Colorado in 303 Magazine. Trips with loved ones for any season. 9 of the most welcoming towns in the Rockies. 12 Unforgettable Small Towns to Visit in the Rockies in World Atlas.
 - The town of Westcliffe is included in the deck of the Colorado Adventure Bucket List of 50 adventures for every season around the state.





- **Welcome Center located at 107 N 3rd St.**
 - Open mid-March to early November. Want to be open more with volunteers to staff a five hour shift once a month on a Wed, Thur, Fri, Sat & holiday Sundays.
 - Will paint a fresh mural on patio wall by a local artist.
 - Will purchase a monitor to place in window to display a slide show of events and places of business to have information available even when closed. Will also purchase an iPad for easy access to the internet to share with visitors.
- Seeking board members to add to current five. Meetings are second Tuesday of month 9-11am. We are going to have winter Zoom meetings. Anyone can zoom in by sending an email to to get zoom link.
- **Marketing and Promotion in 2024 will include:**
 - a half page ad and advertorial in *Royal Gorge 2024 Official Visitors Guide*
 - a three issue ad campaign in *Colorado Life* including a full page ad in May/June
 - Colorado Vacation Directory online listing
 - small print and online ad in *CTO Official Visitors Guide*
 - participation in CTO Welcome Leads program for six months
 - monthly e-mail newsletter (bi-monthly in July, Aug, Sept), close to 10,000 subscribers
 - Social media cadence on Facebook and Instagram for posts both organic and paid
 - KLZR Underwriting radio spots for local tourism messages
- **Tourism Future Projects:**
 - Main Street Banner Campaign
 - Directional Display Kiosks—way-finding in town
 - Community based analysis (data collection)with professional support to drive decisions that create measurable results to support the needs of tourism.
- **Ideas to Implement:**
 - Main Street Trolley
 - Colorado Creative District
 - Gravel grinding event
 - Parade of Cows Art Installation
 - Winter Triathlon
 - Living History Event
 - Pickle Ball / Ping Pong Tournament
 - Chuckwagon
 - BBQ Festival / Chili Cook-Off

I will be submitting my Letter of Interest to continue serving on the Custer County Tourism Board for another three year term come January 2024. ~Deb Adams



Town of Westcliffe	2022 ACTUAL	2023 BUDGET	2023 ESTIMATED	2024 PROPOSED BUDGET
2024 BUDGET GENERAL FUND				
Beginning Balance General Fund Balance	\$ 901,306.00	\$ 885,509.39	\$ 1,207,343.71	\$ 1,372,508.89

REVENUES*Taxes/Fees*

7000	General Property Tax	\$ 66,351.79	\$ 68,759.00	\$ 68,759.00	\$ 67,405.00
7050	Specific Ownership Tax	\$ 8,706.21	\$ 9,000.00	\$ 9,000.00	\$ 8,000.00
7100	Sales Tax	\$ 865,358.76	\$ 842,327.68	\$ 889,527.00	\$ 920,660.45
7106	Penalties/Interest/Delinquent Property Tax	\$ 282.38	\$ 200.00	\$ 200.00	\$ 200.00
7115	Franchise Fee	\$ 34,583.37	\$ 28,000.00	\$ 28,000.00	\$ 35,000.00
7120	Special Assessments Tax	\$ 3,020.13	\$ 500.00	\$ 500.00	\$ -
7150	Cigarette Tax	\$ 2,089.52	\$ 1,800.00	\$ 1,800.00	\$ 2,000.00
7200	Highway Users Tax	\$ 30,761.13	\$ 30,100.00	\$ 30,100.00	\$ 31,011.00
7205	Road & Bridge Tax (County)	\$ 49,631.58	\$ 31,169.00	\$ 31,623.98	\$ 36,326.62
Total Income Taxes/Fees		\$ 1,060,784.87	\$ 1,011,855.68	\$ 1,059,509.98	\$ 1,100,603.07

Building Department

7125	Building & Zoning Permits	\$ 120,710.50	\$ 95,000.00	\$ 55,000.00	\$ 40,000.00
7126	Fence & Sign Permits	\$ 1,850.00	\$ 1,800.00	\$ 2,625.00	\$ 1,800.00
7127	Special Use By Review Permits	\$ 1,250.00	\$ 1,000.00	\$ 1,000.00	\$ 600.00
Total Income Building Department		\$ 123,810.50	\$ 97,800.00	\$ 58,625.00	\$ 42,400.00

Municipal Court

7130	Traffic Fines & Ordinances	\$ 1,125.67	\$ 1,075.00	\$ 1,075.00	\$ 100.00
7135	Court Costs	\$ -	\$ 25.00	\$ 25.00	\$ -
Total Income Municipal Court		\$ 1,125.67	\$ 1,100.00	\$ 1,100.00	\$ 100.00

Grants

7840	State Grant	\$ -	\$ -	\$ -	\$ -
7845	Federal Grant	\$ 216.42	\$ 200.00	\$ 200.00	\$ 200.00
7871	Grant-SIPA	\$ 1,616.00	\$ -	\$ -	\$ -
7215	DOLA-American Rescue Plan Funds	\$ -	\$ 157,847.64	\$ -	\$ -
Total Income Grants		\$ 1,832.42	\$ 158,047.64	\$ 200.00	\$ 200.00

Parks

7300	Tennis Court Donation Fund	\$ 143.36	\$ 150.00	\$ 150.00	\$ 100.00
7305	Event Center Rental Fees	\$ 3,100.00	\$ 2,150.00	\$ 3,050.00	\$ 3,100.00
7310	Bluff Site Maint. Fee	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -
7315	Park Usage Fees	\$ 1,650.00	\$ 1,500.00	\$ 1,800.00	\$ 1,600.00
Total Income Parks		\$ 4,893.36	\$ 7,300.00	\$ 8,500.00	\$ 4,800.00

Other Revenue

7101	Town Sales Tax Licenses	\$ 6,575.00	\$ 6,000.00	\$ 5,720.00	\$ 5,000.00
7140	Liquor Licenses & Special Event Permits	\$ 4,615.20	\$ 1,500.00	\$ 3,391.00	\$ 1,500.00
7160	Interest Income	\$ 13,140.19	\$ 4,000.00	\$ 59,639.00	\$ 111,395.00
7165	Miscellaneous Income	\$ 3,293.29	\$ 1,000.00	\$ 7,273.00	\$ 1,000.00
Total Income Other		\$ 27,623.68	\$ 12,500.00	\$ 76,023.00	\$ 118,895.00

Total Income		\$ 1,220,070.50	\$ 1,288,603.32	\$ 1,203,957.98	\$ 1,266,998.07
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	2022 ACTUAL	2023 BUDGET	2023 ESTIMATED	2024 PROPOSED BUDGET
EXPENDITURES				
<i>Administration-Personnel</i>				
8000 Trustees	\$ 4,467.75	\$ 5,000.00	\$ 4,500.00	\$ 4,000.00
8005 Ordinances & Procedures	\$ 6,290.01	\$ 7,200.00	\$ 6,000.00	\$ 6,000.00
8010 Colorado Municipal League	\$ 855.00	\$ 900.00	\$ 881.00	\$ 925.00
8015 Elections	\$ 145.08	\$ -	\$ -	\$ 2,100.00
8020 General Accounting	\$ 1,172.98	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00
8025 Audit	\$ 6,100.00	\$ 9,800.00	\$ 9,750.00	\$ 9,800.00
8030 Lawyer	\$ 16,764.00	\$ 20,000.00	\$ 20,000.00	\$ 24,000.00
8035 Insurance (General)	\$ 8,021.64	\$ 10,295.00	\$ 10,295.00	\$ 15,954.00
8040 Worker's Compensation Insurance	\$ 5,929.00	\$ 6,500.00	\$ 5,930.00	\$ 6,200.00
8050 Colorado State Unemployment	\$ 543.64	\$ 794.40	\$ 794.40	\$ 1,035.02
8100 Town Share F I C A	\$ 16,853.15	\$ 16,417.58	\$ 16,417.58	\$ 21,390.42
8110 Town Share M E D I	\$ 3,941.47	\$ 3,839.60	\$ 3,839.60	\$ 5,002.60
8115 Employee Health Insurance	\$ 24,707.83	\$ 43,200.00	\$ 35,000.00	\$ 44,830.00
8120 Town Share Employee Retirement Plan	\$ 4,756.66	\$ 6,701.49	\$ 6,701.49	\$ 20,700.40
8200 Town Clerk/Treasurer Wages	\$ 50,458.32	\$ 50,305.82	\$ 50,305.82	\$ 55,336.40
8205 Deputy Clerk	\$ 40,233.45	\$ 40,373.28	\$ 40,373.28	\$ 112,148.00
8208 Communications Manager	\$ 862.06	\$ 24,000.00	\$ 24,000.00	\$ 36,000.00
8210 Clerk Education	\$ 115.00	\$ 1,000.00	\$ 800.00	\$ 1,000.00
8220 Town Manager	\$ 49,997.86	\$ 75,000.00	\$ 60,000.00	\$ 66,000.00
Total Administration-Personnel	\$ 242,214.90	\$ 322,827.17	\$ 297,088.17	\$ 433,621.83
<i>Administration</i>				
8215 Office Supplies	\$ 1,999.14	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
8410 Organizational Dues	\$ 130.00	\$ 1,000.00	\$ 2,736.00	\$ 900.00
8240 County Treasurer Fees	\$ 1,332.59	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
8800 Donations	\$ 25,823.72	\$ 26,600.00	\$ 26,600.00	\$ 28,600.00
8805 Grants Local	\$ 20,770.34	\$ 25,000.00	\$ 15,000.00	\$ 25,000.00
8806 American Rescue Plan Expenditures	\$ -	\$ 157,847.64	\$ 41,829.36	\$ 116,018.28
8806 Marketing			\$ 10,000.00	\$ 15,000.00
8810 Contingencies	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Total Administration Expense	\$ 50,055.79	\$ 233,747.64	\$ 119,965.36	\$ 209,318.28
<i>Town Hall Expense</i>				
8300 Town Hall Maintenance	\$ 4,905.13	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00
8308 Town Hall Utilities	\$ 8,268.48	\$ 8,000.00	\$ 9,000.00	\$ 8,500.00
8315 Lease Principal	\$ 1,091.22	\$ -	\$ 1,091.22	\$ 1,091.22
8316 Lease Interest	\$ 186.78	\$ -	\$ 186.78	\$ 186.78
8310 Lease Expense (Copy Machine)	\$ 168.00	\$ 1,505.00	\$ 168.00	\$ 168.00
Total Town Hall Expense	\$ 14,619.61	\$ 15,505.00	\$ 16,446.00	\$ 14,946.00
<i>Planning & Zoning</i>				
8225 Manager & Building/Zoning Education	\$ 2,572.73	\$ 2,300.00	\$ 5,344.61	\$ 2,000.00
8235 Building Inspector Wages	\$ 14,916.23	\$ 32,760.00	\$ 32,760.00	\$ 36,150.40
Total Planning & Zoning Expense	\$ 17,488.96	\$ 35,060.00	\$ 38,104.61	\$ 38,150.40
<i>Municipal Court</i>				
8245 Municipal Court Wages	\$ -	\$ -	\$ -	\$ -
Total Municipal Court Expenses	\$ -	\$ -	\$ -	\$ -

	2022 ACTUAL	2023 BUDGET	2023 ESTIMATED	2024 PROPOSED BUDGET
<i>Public Safety</i>				
8405 Animal Control	\$ 302.67	\$ 513.26	\$ 513.26	\$ 525.00
8700 Custer County Sheriff	\$ 56,500.00	\$ 56,500.00	\$ 56,500.00	\$ 62,150.00
Total Public Safety Expenses	\$ 56,802.67	\$ 57,013.26	\$ 57,013.26	\$ 62,675.00
<i>Public Works</i>				
8505 Townman Education	\$ 958.08	\$ 3,000.00	\$ 4,210.00	\$ 2,000.00
8508 Street & Park Supervisor	\$ -	\$ -	\$ -	\$ 59,518.70
8510 Street and Park Tech Wages	\$ 116,949.07	\$ 171,385.40	\$ 171,385.40	\$ 125,271.60
8515 Street Maintenance & Fuel	\$ 36,376.02	\$ 55,000.00	\$ 55,000.00	\$ 57,000.00
8520 Emergency Snow Removal	\$ 9,576.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
8525 Street Lighting	\$ 13,868.23	\$ 12,000.00	\$ 17,000.00	\$ 15,000.00
8530 Vehicle & Equipment Maintenance	\$ 32,220.85	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00
8538 Shop Maintenance	\$ 11,062.54	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
8540 Shop Utilities	\$ 4,728.02	\$ 5,500.00	\$ 7,000.00	\$ 7,000.00
8545 Highway Barn Utilities	\$ 5,157.79	\$ 6,580.00	\$ 6,580.00	\$ 7,000.00
8550 Highway Barn Maint.	\$ 62.75	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00
Total Public Works Expense	\$ 230,959.35	\$ 323,465.40	\$ 331,175.40	\$ 339,790.30
<i>Parks</i>				
8600 Park Utilities	\$ 16,500.27	\$ 20,000.00	\$ 19,000.00	\$ 20,000.00
8605 Park Supplies & Maintenance	\$ 20,391.24	\$ 22,000.00	\$ 20,000.00	\$ 60,000.00
Total Parks	\$ 36,891.51	\$ 42,000.00	\$ 39,000.00	\$ 80,000.00
Total Expenses before Contribution to Capital Reserve	\$ 649,032.79	\$ 1,029,618.47	\$ 898,792.80	\$ 1,178,501.81
<i>Contributions</i>				
8811 Contributions to (from) Capital Fund	\$ 265,000.00	\$ 140,000.00	\$ 140,000.00	\$ 460,000.00
Total Contributions	\$ 265,000.00	\$ 140,000.00	\$ 140,000.00	\$ 460,000.00
Total Expenses	\$ 914,032.79	\$ 1,169,618.47	\$ 1,038,792.80	\$ 1,638,501.81
Net Revenue/Expense	\$ 306,037.71	\$ 118,984.85	\$ 165,165.18	\$ (371,503.75)
<i>General Fund Reserves</i>				
TABOR Requirement (3% of adjusted revenue)	\$ 43,000.00	\$ 37,035.65	\$ 37,035.65	\$ 56,241.34
General Fund Reserves (less TABOR)	\$ 1,164,343.71	\$ 967,458.59	\$ 1,335,473.24	\$ 944,763.80
Total General Fund Reserves	\$ 1,207,343.71	\$ 1,004,494.24	\$ 1,372,508.89	\$ 1,001,005.14
Fiscal Year Ending General Fund Balance	\$ 1,207,343.71	\$ 1,004,494.24	\$ 1,372,508.89	\$ 1,001,005.14

Town of Westcliffe	2022 ACTUAL	2023 BUDGET	2023 ESTIMATED	2024 PROPOSED BUDGET
2024 BUDGET CAPITAL FUND				
Beginning Capital Fund Balance	\$ 1,026,553.00	\$ 780,346.73	\$ 1,365,385.55	\$ 1,561,452.81

REVENUES*Capital Contributions*

CRF7810	Contributions from (to) General Fund	\$ 265,000.00	\$ 140,000.00	\$ 140,000.00	\$ 460,000.00
CRF7270	Lease Proceeds Verizon Tower	\$ 5,165.72	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
CRF7280	Capital Lease Proceeds	\$ -	\$ -	\$ -	\$ -
CRF7285	1% Sales Tax	\$ 432,679.29	\$ 421,163.84	\$ 445,000.00	\$ 460,575.00
CRF7238	Other Contributions	\$ 72,883.33	\$ -	\$ 21,062.02	\$ -
Total Contributions		\$ 775,728.34	\$ 573,163.84	\$ 618,062.02	\$ 932,575.00

Grant Revenue

CRF7211	Grants (New Projects) Roadway	\$ -	\$ -	\$ -	\$ -
CRF7212	Grants (New Town Property)	\$ 12,500.00	\$ -	\$ -	\$ 250,000.00
CRF7213	Grants (Existing Assets) Roadway	\$ -	\$ 1,677,687.00	\$ 81,368.09	\$ -
CRF7220	Grants (New Projects) Roadway	\$ 831,422.00	\$ -	\$ -	\$ 2,139,930.00
CRF7224	Grants (New Projects) Town Property	\$ 199,659.08	\$ -	\$ -	\$ -
CRF7225	Federal Grants	\$ -	\$ -	\$ -	\$ -
CRF7805	Grants (Existing Assets) Town Property	\$ -	\$ -	\$ -	\$ -
Total Grant Revenue		\$ 1,043,581.08	\$ 1,677,687.00	\$ 81,368.09	\$ 2,389,930.00

Other Revenue

CRF7160	Interest Income	\$ 13,584.19	\$ 3,000.00	\$ 50,522.00	\$ 56,000.00
Total Income Other		\$ 13,584.19	\$ 3,000.00	\$ 50,522.00	\$ 56,000.00

Total Income	\$ 1,832,893.61	\$ 2,253,850.84	\$ 749,952.11	\$ 3,378,505.00
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	2022 ACTUAL	2023 BUDGET	2023 ESTIMATED	2024 PROPOSED BUDGET
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CIP - PROJECTS EXISTING ASSETS

CRF9011	Roadway	\$ 229,000.00	\$ 1,923,000.00	\$ 277,422.00	\$ 310,000.00
CRF9012	Town property	\$ 37,361.50	\$ 5,000.00	\$ 45,600.00	\$ 405,000.00
CRF9014	Equipment Debt Service	\$ 10,238.14	\$ 11,169.00	\$ 11,169.00	\$ 11,169.00
Total CIP Existing Assets		\$ 276,599.64	\$ 1,939,169.00	\$ 334,191.00	\$ 726,169.00

CIP - NEW PROJECTS

CRF9025	Roadway	\$ 993,993.10	\$ -	\$ 37,785.00	\$ 2,275,930.00
CRF9026	Town property	\$ 6,603.00	\$ 175,000.00	\$ -	\$ 287,500.00
CRF9027	Equipment	\$ 22,874.07	\$ 100,000.00	\$ 112,998.76	\$ 53,000.00
CRF9101	Improvements-Design	\$ 193,991.25	\$ 19,687.00	\$ 68,910.09	\$ 45,000.00
Total CIP New Projects		\$ 1,217,461.42	\$ 294,687.00	\$ 219,693.85	\$ 2,661,430.00

TOTAL CIP EXISTING ASSETS + NEW PROJECTS	\$ 1,494,061.06	\$ 2,233,856.00	\$ 553,884.85	\$ 3,387,599.00
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Net Revenue/Expense	\$ 338,832.55	\$ 19,994.84	\$ 196,067.26	\$ (9,094.00)
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Fiscal Year Ending Capital Fund Balance	\$ 1,365,385.55	\$ 800,341.57	\$ 1,561,452.81	\$ 1,552,358.81
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CONSERVATION TRUST FUND	2022 ACTUAL	2023 BUDGET	2023 ESTIMATED	2024 PROPOSED BUDGET
Beginning Fund Balance	\$ 38,017.00	\$ 46,695.26	\$ 43,674.14	\$ 49,249.14

REVENUES

7000 State Lottery Income	\$ 5,576.28	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
7050 Interest	\$ 80.86	\$ 75.00	\$ 75.00	\$ 82.00
7150 Grant	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 5,657.14	\$ 5,575.00	\$ 5,575.00	\$ 5,582.00

EXPENDITURES

8000 Park Maintenance	\$ -	\$ -	\$ -	\$ -
9001 Capital Outlay	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00
Total Expenditures	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00

Ending Fund Balance	\$ 43,674.14	\$ 2,270.26	\$ 49,249.14	\$ 4,831.14
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5 YEAR CAPITAL IMPROVEMENT PLAN					
Streets Division - Capital Fund					
Project	2024	2025	2026	2027	2028
Chipseal/pave 2 miles roadway	\$270,000	\$290,000	\$310,000	\$330,000	\$350,000
Sidewalk, curb & gutter	\$277,500	\$180,000	\$190,000	\$200,000	\$210,000
Resurface/ pave alleyways Commercial District	\$40,000	\$50,000	\$60,000	\$70,000	\$80,000
Metal grates for drainage on Rosita	\$25,000				
Design	\$45,000				
Street Improvements- Construction	\$2,275,930				
Total	\$2,933,430	\$520,000	\$560,000	\$600,000	\$640,000

5 YEAR CAPITAL IMPROVEMENT PLAN

Parks & Recreation - Capital Fund

Project	2024	2025	2026	2027	2028
Replace Tennis Courts fund		\$275,000			
Jess Price Memorial Park	\$380,000				
Gravel trail around Memorial Park					
Build restrooms at Hermit Park/upgrade vet memorial		\$100,000			
Total	\$380,000	\$375,000	\$0	\$0	\$0

5 YEAR CAPITAL IMPROVEMENT PLAN

Fleet

Capital Fund

Project	2024	2025	2026	2027	2028
Payments Skid Steer	\$11,169	\$11,169	\$11,169	\$11,169	\$11,169
New equipment	\$50,000	\$60,000	\$70,000	\$80,000	\$90,000
Total	\$61,169	\$71,169	\$81,169	\$91,169	\$101,169

5 YEAR CAPITAL IMPROVEMENT PLAN
Information Technology
Capital Fund

Project	2024	2025	2026	2027	2028
Computers	\$3,000		\$3,000		\$3,000
Total	\$3,000	\$0	\$3,000	\$0	\$3,000

5 YEAR CAPITAL IMPROVEMENT PLAN**Facilities - Capital Fund**

Project	2024	2025	2026	2027	2028
EV Charger Install Cost	10,000				
New shop		\$250,000			
Total	\$10,000	\$250,000	\$0	\$0	\$0

**TOWN OF WESTCLIFFE
ORDINANCE NO. 6- 2023**

AN ORDINANCE SUMMARIZING EXPENDITURES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF WESTCLIFFE, COLORADO FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2024 AND ENDING ON THE LAST DAY OF DECEMBER 2024.

WHEREAS: the Board of Trustees of the Town of Westcliffe has appointed Kathy Reis, Town Clerk/Treasurer to prepare and submit a proposed budget to said governing body at the proper time, and:

WHEREAS: Kathy Reis, Town Clerk/Treasurer, has submitted a proposed budget to this governing body on September 19, 2023 for its consideration and:

WHEREAS: upon due and proper notice, published in accordance with the law, said proposed budget was open for inspection, by the public, at a designated place. A public hearing was held on December 12, 2023, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget and:

WHEREAS: whatever, increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

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

SECTION 1. that the budget as submitted, amended and herein above summarized by fund, hereby is approved and adopted as the budget of the Town of Westcliffe for the year stated above.

SECTION 2. that the budget hereby approved and adopted shall be signed by the Mayor and Town Clerk/Treasurer and made a part of the public records of the Town of Westcliffe, Colorado.

ADOPTED IN REGULAR SESSION BY THE BOARD OF TRUSTEES OF THE TOWN OF WESTCLIFFE, COLORADO THIS 12th DAY OF DECEMBER, 2023.

TOWN OF WESTCLIFFE, COLORADO

Paul Wenke, Mayor

ATTEST:

Kathy Reis, CMC, Town Clerk

**TOWN OF WESTCLIFFE
ORDINANCE NO. 7 - 2023**

AN ORDINANCE APPROPRIATING SUMS OF MONEY TO VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNT AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE TOWN OF WESTCLIFFE, COLORADO FOR THE 2024 BUDGET YEAR.

WHEREAS: the Board of Trustees has adopted the annual budget in accordance with the Local Government Budget Law, on December 12, 2023 and:

WHEREAS: the Board of Trustees has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget and:

WHEREAS: it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures of the operation of the town.

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

SECTION 1. that the following sums are hereby appropriated from the revenues of each fund, to each fund, for the purposes stated:

GENERAL FUND:			
Current Operating Expenses	\$1,178,501.81		
Emergency Reserve	\$56,395.42		
Contributions to Capital Fund	\$460,000.00		
TOTAL GENERAL FUND			\$1,694,897.23
CAPITAL FUND:			
Current CIP Existing Projects	\$726,169.00		
Current CIP New Projects	\$2,661,430.00		
TOTAL CAPITAL FUND			\$3,387,599.00
CONSERVATION TRUST FUND:			
Capital Outlay	\$50,000.00		
TOTAL CONSERVATION TRUST FUND			\$50,000.00

ADOPTED IN REGULAR SESSION BY THE BOARD OF TRUSTEES OF THE TOWN OF WESTCLIFFE, COLORADO THIS 12th DAY OF DECEMBER, 2023.

TOWN OF WESTCLIFFE, COLORADO

Paul Wenke, Mayor

ATTEST:

Kathy Reis, CMC, Town Clerk

**TOWN OF WESTCLIFFE
ORDINANCE NO. 8-2023**

AN ORDINANCE LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2024, TO HELP DEFRAID THE COSTS OF GOVERNMENT FOR THE TOWN OF WESTCLIFFE, COLORADO FOR THE 2024 BUDGET YEAR.

WHEREAS: the Board of Trustees of the Town of Westcliffe, has adopted the annual budget in accordance with the Local Government Budget Law on December 12, 2023 and:

WHEREAS: the amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$67,405.00 and:

WHEREAS: the 2024 valuation assessment for the Town of Westcliffe, as certified by the County Assessor, is \$13,205,559.

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

SECTION 1. that for the purpose of meeting all general operating expenses of the Town of Westcliffe during the 2024 budget year, there is hereby levied a tax of **four point nine nine two (4.992)** mills upon each dollar of the total valuation for assessment of all taxable property within the Town of Westcliffe for the 2024 budget year.

SECTION 2. that the Town Clerk/Treasurer is hereby authorized and directed to immediately certify to the County Commissioners of Custer County, Colorado, the mill levy for the Town of Westcliffe, Colorado as hereinabove determined and set.

ADOPTED IN REGULAR SESSION BY THE BOARD OF TRUSTEES OF THE TOWN OF WESTCLIFFE, COLORADO THIS 12th DAY OF DECEMBER, 2023.

TOWN OF WESTCLIFFE, COLORADO

Paul Wenke, Mayor

ATTEST:

Kathy Reis, CMC, Town Clerk

CONTRACT

THIS AGREEMENT entered into on this 1st day of January, 2024 by and between the Town of Westcliffe, Colorado, a municipal corporation, hereinafter referred to as the "Town", and the Board of County Commissioners, Custer County, Colorado, and the Custer County, Colorado, Sheriff's Office, herein collectively referred to as the "County".

RECITALS

WHEREAS, the County is a county of the state of Colorado that has been duly established and is operating pursuant to Colo. Const. Art. XIV and Title 30 of the Colorado Revised Statutes (C.R.S.), as amended and the Sheriff is an elected official of Custer County, Colorado; and

WHEREAS, the Town is a municipal corporation that has been duly established and is operating pursuant to Colo. Const. Arts. XIV and XV and Title 31, C.R.S.; and,

WHEREAS, pursuant to Colo. Const. Art. XIV, § 18, and § 29-1-203, C.R.S., as amended, the County, the Sheriff, and the Town are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and,

WHEREAS, pursuant to § 30-11-410, C.R.S., as amended, the governing body of a municipality and a board of county commissioners are expressly authorized to contract for the purpose of providing law **enforcement services; and,**

WHEREAS, the County, the Sheriff, and the Town mutually desire to contract for law enforcement services in and for the benefit of the Town; and,

WHEREAS, the Board of Trustees of the Town of Westcliffe has authorized the execution of this Contract between the parties; and,

WHEREAS, the Board of County Commissioners of Custer County, Colorado, in its own behalf and on behalf of the Custer County Sheriff's Office, has authorized the execution of this Contract between the parties hereto;

NOW THEREFORE, in consideration of the foregoing premises, and the mutual covenants herein contained, it is agreed by and between the Parties hereto as follows:

SECTION 1- SERVICES TO BE PROVIDED BY THE COUNTY

The Sheriff and his designated personnel shall provide law enforcement services to and for the benefit of the Town, as set forth below:

The Sheriff shall perform:

- (a) Such routine patrols for traffic and other matters as the Sheriff (or his designee), in his sole discretion, shall determine necessary pursuant to State and Municipal laws.
- (b) Investigate and, if proper, take appropriate police action on all complaints of violations of municipal ordinances and state statutes as are reported to him or he observes.
- (c) Investigate and take appropriate action upon any and all traffic accidents and traffic related incidents within the Town which reasonably require investigation or other police action as determined by the Sheriff or his designee.

- (d) Assist in all law enforcement emergencies arising within the limits of the Town.
- (e) Transport and house prisoners when reasonably required due to circumstances relating to illegal acts within the limits of the Town.
- (f) Attend periodic Town meetings and apprise the Town Board of Trustees of law enforcement activities performed in the Town. Such meetings and conferences shall be conducted at times and frequencies as agreed between the Parties, however, not less than quarterly.
- (g) Provide other law enforcement activities normally and customarily associated with the policing agency within the Town.
- (h) Download photos from Town owned and maintained security cameras, review the data, and take appropriate police action as the Sheriff deems necessary at least two times per week as requested. The Town shall make available for the Sheriff's use, the computer apparatus necessary to download and review the data, which shall remain in the Town's possession when not in use by the Sheriff's department.

SECTION II - RESPONSIBILITIES OF THE TOWN

- A. The Town shall fully cooperate with the County and the Sheriff to enable and assist the County and Sheriff in its performance under this Contract.
- B. The Town hereby expressly delegates to the Sheriff the authority to enforce any and all laws applicable to and within the territory of the Town. The County further agrees that such services will include the enforcement of state statutes and municipal ordinances of the Town.
- C. The Town shall timely pay to the County such agreed upon fees for services as indicated herein.
- D. The Town may, with or without the cooperation and coordination of the Sheriff, enforce specific Town Municipal Codes as authorized by the Board of Trustees of the Town.

SECTION III - ADDITIONAL SERVICES

The Town at an additional cost for services as agreed by the Parties, may request that the Sheriff or his designee perform policing activities outside the normal duties and scope of the Sheriff's office as anticipated herein. Such activities may include performing guardian and security services for Town events, assist in parking duties for Town events, and other activities outside the normal day-to-day policing activities contemplated herein. The Sheriff shall be under no obligation to perform such additional activities.

SECTION IV - TERM

The term of this Contract shall be for a term of one (1) calendar year, beginning on January 1, 2024 and ending at midnight on December 31, 2024. This Contract may be renewed as agreed by the Parties. For fiscal planning purposes, such notice of renewal by the Parties must be received on or before the regular Board of Trustees meeting in August of the year during which the Contract expires. Provided no notice to cancel or renegotiation of this Contract has been provided by any Party to the other Party to cancel or renegotiate this Contract prior to the expiration date, this Contract shall continue in full force and effect on a month-to-month bases thereafter at the same terms and conditions contained herein.

SECTION V - PAYMENT AND FEE SCHEDULE

The Town shall pay the County a fee for the services provided herein as follows:

Commencing January 1, 2024, the annual fee shall be \$62,150.00 broken out as follows: \$62,150.00 paid quarterly in installments of \$15,537.50 per quarter with first payment due on January 31, 2024, and subsequent payments due and payable at the beginning of each calendar quarter thereafter. In the event this Contract continues on a month-to-month bases as stated supra, the monthly fee shall be \$5,179.17 payable within thirty days after the end of the month services were provided.

Fees for Additional Services as indicated supra shall be due and owed by the Town in addition to the Payment and Fees indicated above. Such additional fees shall be agreed by the Parties. and the County shall bill the Town for the additional expenses.

SECTION VI- WORKERS COMPENSATION

The County, at its sole expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law. Pursuant to the Workers' Compensation Act, § 8-40-202(2) (b) (IV), C.R.S., as amended, the County specifically agrees that no County employee or other entitled County worker shall be entitled to workers' compensation benefits from the Town. The County further agrees that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Contract by the County.

SECTION VII- NONDISCRIMINATION

The Parties shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause pursuant to Federal, State and Local laws.

SECTION VIII - INSURANCE AND GOVERNMENTAL IMMUNITY

During the term of this Contract, the Parties agree to maintain insurance in all forms and types as required by law through either commercial policies or self-insurance at each Parties sole expense. Nothing in this Contract shall be construed as a waiver by either party of any provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended.

SECTION IX- TERMINATION

Either party may terminate this Contract upon written notice to the other party at least ninety (90) days prior to the effective date of termination. This Contract may be terminated early by the Town if the Town fails to pass the Town's budget including an allocation of the County fees under this Contract as indicted herein prior to December 15 of each year covering the calendar year beginning January 1 of the next immediate year. In the event the Town fails to pass a budget allocating such County fees, this Contract shall terminate at midnight on December 31st of that year.

SECTION X - MUTUAL UNDERSTANDINGS

A. Expenses

The Sheriff and his designees shall be employees solely of the County, and the costs and expenses associated with salaries, hourly wages, overtime pay, compensatory pay, vacation, sick leave, retirement benefits, health insurance expenses and other normal employee benefits of a County employee and all equipment, maintenance and supplies provided incidental to the Sheriff's policing activities shall be borne solely by the County. The Town shall bear no costs or expenses, other than the costs and expenses enumerated herein related to policing activities or agreed upon Additional Services in the Town which are provided by the County under this Contract.

B. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Contract.

C. Compliance with Laws

During the performance of this Contract, the Parties agree to strictly adhere to all applicable federal, state, and local laws, rules, and regulations, including all licensing and permit requirements. The Parties hereto acknowledge that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present. Without limiting the generality of the foregoing and as applicable, the Parties expressly agree to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this Contract that are considered to be "Protected Health Information."

D. Record Retention

The Parties shall maintain records and documentation of the services provided under this Contract, including fiscal records, and shall retain the records for a period of three (3) years from the date this Contract is terminated, unless otherwise provided or required by law. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or the Parties' personnel.

E. Assignability

Neither this Contract, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by either party without the prior written consent of all Parties.

F. Waiver

Waiver of strict performance or the breach of any provision of this Contract shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

G. Force Majeure

Neither Party shall be liable for any delay nor failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of the Party, including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

II. Notice

Any notices given under this Contract are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Contract, any and all notices shall be addressed to the contacts listed below.

For the COUNTY:

The Custer County Sheriffs Office
P.O. Box 1489
Westcliffe, CO 81252

For the TOWN

Town of Westcliffe
P.O. Box 406
Westcliffe, CO 81252

I. Parties Interested Herein

Nothing expressed or implied in this Contract is intended or shall be construed to confer upon or to give to, any person other than the Parties, any right, remedy, or claim under or by reason of this Contract or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this Contract by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

J. Severability

If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of this Contract shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

K. Authorization

Each party represents and warrants that it has the power and ability to enter into this Contract, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairman
Board of Custer County Commissioners

BY: _____
Paul Wenke, Mayor

ATTESTED:

BY: _____
Clerk & Recorder

BY: _____
Town Clerk, CMC/Administrator

APPROVED:
CUSTER COUNTY

BY: _____
Custer County Sheriff

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into the most recent day and year set forth below by and between the Town of Westcliffe, a municipal corporation and political subdivision of the State of Colorado (the "Principal"), whose mailing address is; P. O. Box 406, Westcliffe, CO 81252,

and

ERBelement (the "Contractor"), whose mailing address is; 62 Saxony Road, Johnston, CO. 80534. The Principal and the Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The Contractor agrees to provide services related to the following scope of services Communications Manager, supplemented by any Additional Scope of Services attached as Exhibit A hereto which, if attached, is incorporated herein by this reference. The scope of services referenced above along with any Additional Scope of Services is hereinafter referred to as the "Scope of Services." All provisions of the Additional Scope of Services, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of any inconsistency between the provisions of this Agreement and any Additional Scope of Services, the provisions contained within this Agreement shall control.

2. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated beginning on the date of signature of this contract. Services shall be completed no later than

Date: December 31, 2024.

Any extensions of the time limit set forth above must be agreed upon in writing by the Parties.

3. Early Termination by Principal. Notwithstanding the time periods contained herein, the Principal may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least three (3) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by the Principal, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. Such payment shall be the Contractor's sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the Principal may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice one day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges to the Principal for services under this Agreement to the minimum. No work shall be performed during such suspension except with prior written authorization by the Principal Representative. After a suspension has been in effect for thirty (30) days, the Contractor may terminate this Agreement at will.

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the Principal agrees to pay the Contractor the amounts set forth in the Additional Scope of Services. The Principal shall provide no benefits to the Contractor other than the compensation stated above. The Contractor shall bill its charges to the Principal periodically, but no more frequently than once a month. Payment will not be made on a salary or hourly rate. Principal shall have no obligation to make any payments until such time as the Principal accepts Contractor's performance as satisfactory. All payments under this contract shall be to the trade or business name of the Contractor. No payments will be personally made to an individual under this Agreement.

6. Qualifications on Obligations to Pay. No partial payment shall be final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the Principal may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:

(a) The Contractor is in default of any of its obligations under this Agreement.

(b) Any part of such payment is attributable to services that are not performed according to this Agreement. The Principal will pay for any portion of the services performed according to this Agreement.

(c) The Contractor has failed to make payments promptly to any third party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the Principal has made payments to the Contractor.

7. Principal Representative. The Principal will designate, prior to commencement of work, its project representative (the "Principal Representative") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the Principal Representative.

8. Independent Contractor. The services to be performed by the Contractor are those of an independent contractor and not of an employee of the Principal. The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers' compensation benefits from the Principal for the performance of the services specified in this Agreement. **As an independent contractor, the Contractor agrees that:**

(a) Contractor does not have the authority to act for the Principal, or to bind the Principal in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Principal; and

(b) Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed or contracted by Contractor for performing the Services hereunder; and

(c) Principal will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder; and

(d) Neither Contractor, nor its employees or Contractors, will receive benefits of any kind from the Principal. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for the Principal; and

(e) All Services are to be performed solely at the risk of the Contractor and Contractor shall take all precautions necessary for the proper performance thereof; and

(f) Contractor will not combine its business operations in any way with the Principal's business operations and each party shall maintain their operations as separate and distinct

(g) Contractor represents and acknowledges that the Services performed under this Agreement will be done using Contractor's own tools, except when the Town requires use of the Town's supplies or equipment, and at hours and times as determined by Contractor.

9. Personal Services. It is understood that the Principal enters into this Agreement based on the special abilities of the Contractor and that this Agreement shall be considered an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the Principal. The Contractor accepts the relationship of trust and confidence established between the Parties. The Contractor shall use its best efforts and shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the Principal's local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor's office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Contractor's office is located shall be applicable to such services.

10. Accuracy of Work. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The Principal's approval shall not diminish or release the Contractor's duties, since the Principal is ultimately relying upon the Contractor's skill and knowledge.

11. Duty to Warn. The Contractor agrees to call to the Principal's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor by the Principal or a third party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness, or accuracy of such information unless

otherwise expressly engaged to do so by the Principal. Nothing shall detract from this obligation unless the Contractor advises the Principal in writing that such data may be unsuitable, improper, or inaccurate and the Principal nevertheless confirms in writing that it wishes the Contractor to proceed according to such data as originally given.

12. Insurance. The Contractor represents, warrants, and agrees that it has and shall maintain State minimum workers' compensation insurance coverage for its employees, if any. The Contractor shall also maintain broad form general liability, property damage, and automotive liability insurance in the minimum amount of \$387,000 for bodily injury, death, or damage to property of any person and \$1,093,000 for bodily injury, death, or damage to property of more than one person, or the maximum amount that may be recovered under the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as from time to time amended (the "CGIA"), whichever is higher. All insurance policies (except workers' compensation) shall include the Principal and its elected officials and employees as additional insureds. No later than seven (7) days after execution of this Agreement, Contractor shall provide the Principal with certificates of insurance evidencing the types and amounts of insurance specified in this paragraph.

13. Unauthorized Workers. The Contractor certifies that the Contractor shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. The Contractor shall not knowingly employ or contract with an unauthorized workers to perform work under this Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an unauthorized worker. The Contractor represents, warrants and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an unauthorized worker, the Contractor shall: (i) notify the subcontractor and the Principal within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an unauthorized worker; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the unauthorized worker, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an unauthorized worker. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the Principal may terminate this Agreement for breach, and the Contractor shall be liable for actual and consequential damages to the Principal. If the Contractor participates in the Department Program, the Contractor shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to the Principal.

The Contractor, if operating as a sole proprietor, hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or legal permanent resident or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of Section 24-76.5-101 *et seq.*, C.R.S., and (iii) shall produce one of the forms of

identification required by Section 24-76.5-103, C.R.S., prior to the performance of any of its other obligations hereunder.

14. Compliance with Laws. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services.

15. Acceptance Not Waiver. The Principal's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Principal under this Agreement.

16. 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.

17. Remedies. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default. Under no circumstances shall either Party be liable to the other Party for special, punitive, indirect or consequential damages arising out of or in connection with this Agreement, including without limitation lost profits, loss of use, or loss of opportunity, except as required by Paragraph 13 (Unauthorized workers).

18. Indemnification: No Waiver of Liability. Contractor shall indemnify, save, and hold harmless the Principal, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. As part of this obligation, the Contractor shall compensate the Principal for the time, if any, spent by its legal counsel in connection with such claims or actions. If an Additional Scope of Services contains any provisions purporting to require the Principal to defend, indemnify, or hold harmless the Contractor or purporting to effect a waiver or limitation of the Contractor's liability (either by type of liability or amount), the Principal does not agree or accept such provisions and such provisions are not part of the Agreement. The Principal 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, defenses and protections provided by the CGIA or otherwise available to the Principal or its officers or employees.

19. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

20. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for the county in which the Principal's mailing address is located.

21. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

22. Enforcement and Waiver. The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

23. Nonexclusive Nature. This Agreement does not grant Contractor an exclusive privilege or right to supply services to the Principal.

24. Annual Appropriation. Payment pursuant to this Agreement, whether in whole or in part, is subject to and contingent upon the continuing availability of Town funds for purposes hereof, as determined by the Principal's Board of Directors. In the event that said funds, or any part thereof, become unavailable as determined by the Principal, the Principal may immediately terminate this Agreement or amend it accordingly.

25. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the Principal. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Contractor as instruments of service shall be provided to the Principal. The Principal understands such documents are not intended or represented to be suitable for reuse by the Principal or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the Principal's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, subcontractors, or consultants.

26. Taxes. The Principal is a governmental entity and is therefore exempt from state and local sales and use tax. The Principal will not pay for or reimburse any sales or use tax that may not directly be imposed against the Principal. The Contractor shall use the Principal's sales tax exemption for the purchase of any and all products and equipment on behalf of the Principal.

27. Business License. The Principal shall maintain an active Business License and/or Contractor's Work Permit as required by the Town during the entirety of the Agreement. The Principal shall obtain all permits as required prior to beginning work.

28. Time Is of the Essence. All times stated in this Agreement are of the essence.

29. Notices. All notices which are required or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

30. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The 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. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

31. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

CONTRACTOR:

By: _____
Name: ERBelement
Title: Owner
Date: 6/22/2023

**PRINCIPAL:
Town of Westcliffe**

By: _____
Name: Paul Wenke
Title: Mayor
Date: 6/22/2023

EXHIBIT A

ADDITIONAL SCOPE OF SERVICES

1. Services to be provided by Contractor:

- a. For the consideration set out below, the Contractor agrees to provide the following services at the following location(s), dates, and times:

- b. Description of services to be provided: Strategic communication and outreach for marketing management (further described in Exhibit A).

- c. The contracted price \$3,000.00 per month until December 2024; paid as follows:

- Hour for
- Lump Sum
- Payment schedule: (Check one:)
- i) Bi-weekly
- ii) Monthly
- iii) Program end
- iv) Other (specify: as above)

- d. The Contractor's federal I.D. number or social security number is as follows: 87-4294476



ERB element is available to assist the Town Of Westcliffe (the client) in the following ways. Categories of service include strategic communication & outreach for marketing management.

ACKNOWLEDGMENT

The client acknowledges ERB element to implement Marketing Management services.

The start of service is to begin upon the agreed date and the signing of all parties.

Strategic Communication & Outreach, \$3000 per month.

ERB element writes and develops the content and creates social media graphics, monthly newsletter, and monthly website editing. The client is required to submit general information.

- Management of up to three social media accounts.
 - Management includes posting to accounts up to 3 times per week including posting to stories.
 - Replying to comments and messages as necessary within *48 business hours*
 - Developing creative solutions to stand out to the ideal audience.
 - Social media graphic design.
 - Social media verbiage creation.
 - Scheduling all social media content.
- Includes advertisement design (Not including advertising cost.)
- Graphic design for printing materials such as flyers, brochures, postcards (Not including printing cost)
- Once per month short video or animation.
- Online presence assistance with Google my Business, Yelp, and other online ratings/review systems.
- Editing website once per month
- Monthly newsletter
- Monthly analytical report
- Event marketing
- Email marketing
- Email marketing campaigns and setup

ERB *element*

- Consultation on all branding & public relations needs of the client. ERB element will work to promote and guide strong, positive relationships within the community.
- Creation and distribution of news releases/press releases as appropriate.
- General marketing guidance and the creation of a marketing schedule
- Creation of a yearly editorial calendar for the client.
-

Terms of Service

The monthly fee for ERB element services on the above-listed items is \$3000 and is due upon receipt of the invoice. The first payment will be due upon the contract execution. Payments that are not received within one month of the invoice date will be charged a late fee of 10% of the monthly fee for each month the payment is late. If payment is over 30 days late, the information may be forwarded to a collection company for payment, and work from ERB element will cease. ERB element and the client have the option to terminate this contract with 60 days' notice. ERB element is not responsible for any payments to external graphic designers, printers, web hosting companies, memberships to organizations such as Chambers, or other outside sources. Any work performed by these vendors will be approved via email with the client prior to placing the order. As the ERB element is its own business, it will not be required to show proof of hours or any timesheet. ERB element will also function out of its own office.

ERB element hours are typically Monday-Friday from 8:00 am-3:00 pm. We will adjust during the client's events. If communication occurs outside of these hours we do our best to reply in a timely manner. Emails are generally answered within 24 hours. Text message is also a form of contact and are generally answered more quickly for more urgent matters. Text messages can be sent to 970-699-0258.

Confidentiality

ERB element acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by ERB element on behalf of the client or disclosed by the client to ERB element.



Accuracy

ERB element shall be responsible for the accuracy, completeness and propriety of information concerning your products and services which is furnished to us in writing in connection with the performance of this Agreement.

Payment

The total amount of the marketing management services is \$3000 per month. Payment will be made by invoice sent from ERB element.

Warranty of Service

ERB element assures that services offered will be of excellent, superior, and first-rate quality.

For changes in the way of how we render our service, please notify us. If you're not satisfied with our work, kindly let us know so that we can further assist you.

Ownership Rights

All works created by ERB element company to the Client UNDER THE "Work made for hire" US Copyright Law. Upon signing this contract, ERB element will lose all rights to the work provided under this project.

Period of Agreement and Notice of Termination/Cancellation

This Agreement shall become effective when the contract is signed and shall continue until terminated by either party with 60 days' notice, however, if you agree to reimburse the ERB element for all costs and expenses we incurred prior to your change in instructions, and which relate to non-cancelable commitments, and to defend, indemnify and hold us harmless for any liability relating to such action. ERB element agrees to use best efforts to minimize such costs and expenses.



Termination for Cause

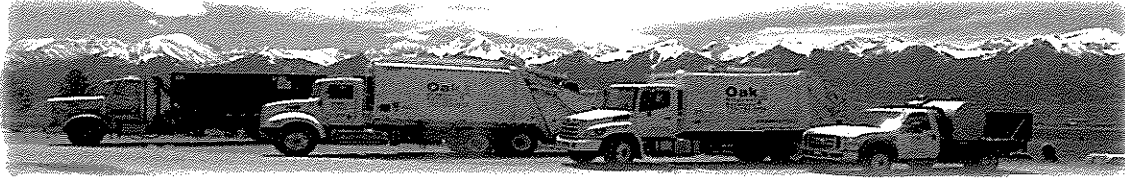
Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default are not cured within sixty (60) days of the receipt of notice of said default, or if the default is not reasonably curable within the said period of time unless the defaulting party commences cure within the said period of time and diligently proceeds to cure the default. In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction if the other party makes an assignment for the benefit of creditors if a trustee or similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

Payment for non-cancelable materials

Any non-cancelable materials, services, etc., we have properly committed ourselves to purchase for your account, (either specifically or as part of a plan such as modules, photography, and/or external services) shall be paid for by the client, in accordance with the provisions of this Agreement. We agree to use our best efforts to minimize such liabilities immediately upon written notification from you. We will provide written proof, upon request of the client, that any such materials and services are non-cancelable. The client will not be responsible for any expenditures that have not received prior approval.

Signature

If the above plan is approved please sign below.



Town of Westcliffe 2024 Trash Removal Bid

4 YARD Dumpster Dumped 1XW \$125.00

Any Extra Pick Ups \$50.00 Per Dump

4 YARD Dumpster Dumped 2XW \$150.00

Any Extra Pick Ups \$50.00 Per Dump

Pay for 1 year at a time and save an additional 15% %

Thank you for considering Oak Disposal Services for your Disposal needs. If you have any questions, please give our office a call Monday through Thursday 8 am to 4 pm 719-783-3456

Valerie VanDeusen
Director of Operations

OAK DISPOSAL SERVICES

P.O. Box 83
151 CR 241
Westcliffe Co 81252
719-783-3456
oakdisposal@gmail.com
www.oskdisposal.com



December 6, 2023

Bid for the year 2024

P Bar O Disposal bids to you, the Town Of Westcliffe, the following:

4 Yard Dumpster set at the Town Shop

Dumped 1 time a week in the winter (October-May) would be \$120 billed monthly

Dumped 2 times a week in the summer (June-September) would be \$225 billed monthly

Thank you for the opportunity to serve you!

Kevin Patterson

Leonard Olomon