

**AGENDA
BOARD OF TRUSTEES
TOWN OF WESTCLIFFE
TUESDAY, JANUARY 16, 2024
PATTERSON HALL – 1000 MAIN
REGULAR MEETING**

5:30 p.m.

Join by Zoom

Meeting ID: 818 5670 3226

Passcode: 423986

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
 5. Public Comment: The purpose is to comment on agenda items only and to request placing items on future agendas and scheduling informational presentations. There is a 3-minute limit.
 6. Old Business
None
 7. New Business
 - a. Consideration of approving the Bluff Park Lease and Management Agreement.
 - b. Consideration of contracting with Allyant to comply with HB21-1110 Colorado Website Accessibility Law.
 - c. Consideration of contracting with CTI Complete for the Town AV system.
 - d. Consideration of extending or revoking the variance at 57600 State Hwy 69.
 - e. Consideration of approving Ordinance NO. 1-2024 submitting a ballot question on the April 2024 regular election.
 - f. Consideration of a request to approve Resolution #1-2024 amending the Town Handbook.
 - g. Appoint the newspaper of record.
 - h. Consideration of expending up to \$1,000 with DHM for construction management.
 - i. Consideration of the Town Clerk's salary.
 8. Additions to the Agenda
 9. Staff & Committee Reports
 10. 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

**BOARD OF TRUSTEES
TOWN OF WESTCLIFFE
TUESDAY, DECEMBER 12, 2023
REGULAR MEETING**

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CALL TO ORDER

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

ROLL CALL

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

ABSENT: Mr. Dembosky.

PLEDGE OF ALLEGIANCE

Mayor Wenke led the Pledge of Allegiance.

OTHERS PRESENT

Kathy Rels, Erlin Christie, Caleb Patterson, Elliot Jackson, Clay Buchner (Zoom), and Deb Adams (Zoom).

TREASURER'S REPORT

	REVENUE RECEIVED	BALANCE OF ACCOUNTS
General Fund Checking:	\$ 110,073.04	\$ 287,561.88
CSafe-GF Core 11:	\$ 4,001.82	\$ 876,091.06
CSafe-3% Tabor Reserve 13:	\$ 213.32	\$ 46,675.92
CSafe-General Fund Reserve-14	\$ 1,757.46	\$ 384,730.64
CSafe-Tennis Ct.-Core-16	\$ 92.08	\$ 20,107.28
Tennis Court Checking:	\$ 0.00	\$ 5,178.70
Municipal Court Checking:	\$ 0.00	\$ 2,382.70
Conservation Trust Fund Checking:	\$ 0.26	\$ 6,387.24
CSafe-CF Core 15	\$ 193.06	\$ 42,224.98
Capital Fund Checking:	\$ 45,506.13	\$ 251,613.04
CSafe-CF Core 12:	\$ 4,732.34	\$ 1,036,012.26

EXPENDITURES FOR DECEMBER 2023:

GENERAL FUND:	\$ 73,603.45
MUNICIPAL COURT:	\$ 0.00
TENNIS COURT:	\$ 0.00
CONSERVATION TRUST FUND:	\$ 0.00
CAPITAL FUND:	\$ 7,662.18

APPROVAL OF CONSENT AGENDA

- a. Approval of minutes – November 21, 2023 Regular meeting.
- b. Treasurer's Report
- c. Approval of Bills

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

BOARD OF TRUSTEES
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OLD BUSINESS

None

NEW BUSINESS

a. Tourism Board update: Deb Adams.

There will be a strategic planning session on Tuesday, February 13th, 2024. The Tourism Board will be applying for a \$20,000 CTO Management Grant. Upcoming projects include a replacement of the Main Street banners/flags and acquiring data on yearly visitor comparisons. Possible future projects include a Main Street Trolley and making Westcliffe a 'Colorado Creative District.'

Ms. Adams reported that the Lodging Tax Revenue for 2023 is at \$104,398.11, which is a 32.8% growth from 2022 and equates to 5.2 million dollars in lodging revenue.

The Welcome Center is closed for the year and will reopen in the Spring.

b. PUBLIC HEARING – 2024 BUDGET.

There was no public comment on the 2024 budget.

c. Consideration of a request to approve Ordinance NO. 6-2023 Adopting the 2024 Budget.

ACTION: Ms. Lund moved, and Mr. Fulton seconded to approve Ordinance No. 6-2023 adopting the 2024 Budget. Motion carried.

d. Consideration of a request to approve Ordinance NO. 7-2023 Appropriation of Funds from the 2024 Budget.

ACTION: Mr. Wilhelm moved, and Mr. Nordyke seconded to approve Ordinance No. 7-2023 Appropriation of Funds from the 2024 Budget. Motion carried.

e. Consideration of a request to approve Ordinance NO. 8-2023 Set Mill Levy for 2024 Budget.

ACTION: Mayor Wenke moved, and Mr. Wilhelm seconded to approve Ordinance No. 8-2023 Set Mill Levy for the 2024 Budget. Motion carried.

f. Consideration of approving the 2024 Custer County Sheriff's contract.

ACTION: Mr. Fulton moved, and Mr. Nordyke seconded to approve the 2024 Custer County Sheriff's contract. Motion carried.

TOWN OF WESTCLIFFE
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e. **Consideration of approving the 2024 Communications Manager contract.**

ACTION: Mayor Wenke moved, and Ms. Lund seconded to approve the 2024 Communications Manager Contract. Motion carried.

g. **Consideration of approving the 2024 Trash Service company.**

The Town received two bids: Oak Disposal Services and P Bar O Disposal. Oak Disposal came in cheaper. Mr. Fulton reported that the yearly amount for Oak Disposal is \$1,600, but if the Town pre-paid for the entire year, there would be a 15% discount, bringing the cost down to \$1,360. The quote from P Bar O Disposal was \$1,860 for the year.

ACTION: Ms. Lund moved, and Mr. Mowry seconded to approve the Oak Disposal Services Contract for the 2024 Trash Service Company and to prepay the year in advance. Motion carried.

STAFF & COMMITTEE REPORTS

a. **Report from Town Clerk**

Ms. Reis made a request that the Employee Handbook be amended to allow holiday pay of ten hours for the staff members who work four ten-hour days. Otherwise, they need to make up two hours when a holiday occurs or receive less pay. Her concern is that the current Policy needs to reflect what is already being done for holidays for those staff members. The Board agreed to have the policy amended.

Ms. Reis introduced the idea of scheduling a date for Coffee with The Mayor or Coffee with The Trustees to allow for citizens to meet with them. This would occur at a neutral location in town. Mr. Mowry expressed a concern that citizens would not show up. The Sheriff has been conducting a similar event.

Ms. Reis reported that the election packets for the petitions will be available for pickup on January 2, 2024, for those who wish to run for their seats. There are three trustee seats open - Mr. Fulton's, Ms. Lund's, and Mr. Dembosky's. Petitions must be returned by January 22, 2024.

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

ADJOURN

Recorded by:
Erin Christie
Deputy Town Clerk

REVENUES RECEIVED IN DECEMBER 2023

GENERAL FUND

Cash		
Credit Card		
United Business Bank	2024 Business License Renewal	25.00
HomeSmart Preferred Realty	2024 Business License	40.00
Checks		
Andy Mast	Sign Permit/219 Main	50.00
Bear Peak LLC	Liquor License renewal	625.00
Stephen Wilcox	STR Renewal Dark Skies & Mtn Views	150.00
Tranquilo, Inc.	STR Renewal	150.00
Custer County Treasurer		1,358.15
	INC- Current Interest	\$27.70
	RBC-Current Road & Bridge	\$114.47
	RLC-Current Tax	\$408.26
	SOA-Specific Ownership A	\$107.87
	SOB-Specific Ownership B	\$710.87
	TFC-Treasurer Fee	-\$11.02
Custer County Treasurer	Clerk Fees 2% Sales Tax	7.73
Custer County Treasurer	Special Assessments XFER	2,602.86
Custer County Treasurer		611.65
	RBC-Current Road & Bridge	\$259.96
	RBD-Delinquent Road & Bridge	\$0.39
	RLC-Current Tax	\$343.20
	TFC-Treasurer Fee	-\$12.48
	TFD-Treasurer Fee Delinquent	-\$0.01
	INC- Current Interest	\$20.59
Bear Peak LLC	Franchise Fee	3,037.76
Custer County Treasurer	Clerk Fees 2% Sales Tax	7.73
United Business Bank	Interest	23.58
State of Colorado	CIG Tax-Dec.	222.32
State of Colorado	2% Sales Tax	71,952.51
State of Colorado	1% Sales Tax (Error Previous Month)	25.71
State of Colorado	Highway Users Tax	2,757.06
GENERAL FUND CHECKING REVENUE RECEIVED IN DECEMBER 2023		\$83,647.06

CSafe-GF Core-11	Interest	
CSafe-3% Labor Reserve-13	Interest	
CSafe-GF Reserve-14	Interest	
CSafe-GF Reserve-16	Interest	

TENNIS COURT PROJECT CHECKING

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

MUNICIPAL COURT CHECKING REVENUE RECEIVED IN DECEMBER 2023		\$0.00

REVENUES RECEIVED IN DECEMBER 2023

CONSERVATION TRUST FUND		
United Business Bank	4th qtr Lottery Income	1,928.40
		0.32
CONSERVATION TRUST FUND REVENUE RECEIVED IN DECEMBER 2023		\$1,928.72

CAPITAL FUND		
United Business Bank	Interest Capital Fund Checking	18.62
State of Colorado (Town of Westcliffe)	1% Sales Tax	35,976.25
Custer County Treasurer	Clerk Fees 1%	3.87
Verizon Wireless	Lease Payment	1,000.00
State of Colorado	Reimb. Inv#4-TAP-ROW-23660	6,731.45
CAPITAL FUND CHECKING REVENUE RECEIVED IN DECEMBER 2023		\$36,998.74

CSafe-CF Core 12	Interest	5,172.20
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BALANCE IN ALL FUND ACCOUNTS

GENERAL FUND CHECKING	\$82,405.16
CSafe-GF Core-11	\$1,105,630.02
CSafe-3% Labor Reserve-13	\$46,897.72
CSafe-GF Reserve-14	\$386,557.74
CSafe-GF Reserve-16	\$20,202.86
TENNIS COURT PROJECT CHECKING	\$5,178.70
MUNICIPAL COURT CHECKING	\$2,382.70
TOTAL GENERAL FUND ACCOUNTS	\$1,649,254.90

CONSERVATION TRUST FUND CHECKING	\$8,315.96
TOTAL CONSERVATION TRUST FUND ACCOUNTS	\$8,315.96

CAPITAL FUND CHECKING	\$132,453.44
CSafe-CF Core 12	\$1,191,184.46
TOTAL ALL CAPITAL FUND ACCOUNTS	\$1,323,637.90

CASH BALANCE OF ALL FUND ACCOUNTS **\$2,981,208.76**

- NOTE: 1% Sales tax of \$35,976.25 was transferred to the Capital Fund from the General Fund.
NOTE: 1% Sales tax of \$25.71 was transferred to the General Fund to Capital Fund (error previous month).
NOTE: 1% Sales tax of \$3.87 Clerk Fees was transferred to the Capital Fund from the General Fund.
NOTE: \$225,000.00 was transferred from General Fund to Csafe Core #25-11.
NOTE: \$150,000.00 was transferred from Capital Fund to Csafe Core #25-12.

GENERAL FUND

ACA Products, Inc.	Sanding Material	1,009.20
Airgas USA	Supplies	232.10
Andrew Mast	2023 Façade Grant Reimbursement	2,109.24
Ark Valley Fire Xtinguisher	Fire Extinguisher Inspection	330.50
Black Hills Energy	Lights/Electric	1,897.63
Bosspiro Diesel, LLC	Vehicle Maint./DOT Inspections	250.00
Card Services	Office Supplies	1,751.50
CenturyLink	Phone/Elevator	49.97
CML	2024 Annual dues	925.00
Custer County Landfill	Concrete	40.00
Custer County Rd. & Bridge	Street Maint.& Fuel	1,083.39
DHM	Progress Billing/Parks	1,952.80
ERB Element	Communication Services	2,379.59
GMCO Corporation	Street Maint./Ice Melt	272.50
High Altitude Garden Club	2023 Donation -\$4,000.00/Park Maint-\$360.61	4,360.61
Hilltop Broadband	Internet	255.45
Johnny Miller	Clothing Allowance Reimbursement	219.03
Mike Heuss	Clothing Allowance Reimbursement	137.92
Norup Gas	Propane	598.47
ODP Business Solutions	Office Supplies (Binders, Paper)	120.08
Procom LLC	2024 Annual Fee for Consortium Services	98.00
Rock Parts Co. (NAPA)	Vehicle Repairs and Parts	276.77
Round Mtn. Water & Sanitation District	Water & Sewer	804.90
Seifert Enterprises LLC	Snowplow Graders & Loaders	2,835.00
Valley Ace Hardware	Supplies	1,041.05
Westcliffe Center for the Performing Arts	2023 Donation	1,500.00
Xerox Corporation	Meter Read/Lease Payment	174.19

Payroll Expenses

CEBT	Employer/Health Ins.	2,496.76
CEBT	Employee/Health Ins.	569.60
Colo. Dept. of Revenue	4th Qtr SWT	2,741.00
Colo. State Treasurer	4th Qtr SUTA	166.16
EFTPS	November Payroll Taxes	6,659.08
GWRS	Employee Share Retirement Fund (ACH)	2,260.76
GWRS	Employer Share Retirement Fund (ACH)	467.62

BILLS TO DATE	\$42,065.87
DECEMBER 2023 PAYROLL	\$21,730.38
TOTAL GENERAL FUND EXPENDITURES FOR DECEMBER 2023	\$63,796.25

CAPITAL FUND

Ayres Associates, Inc.	Tap Project-Progress Payment/ROW	8,292.14
C Bar C Welding	Half down for fabricating grates and rails on Rosita	3,641.00
Deere Financial	Lease Payment	930.74
TOTAL CAPITAL FUND EXPENDITURES FOR DECEMBER 2023	\$12,863.88	

General Fund Profit & Loss Budget Performance

December 2023

	Dec 23	Budget	Jan - Dec 23	YTD Budget	Annual Budget
Income					
7000 · General Property Taxes	751.46	5,729.92	68,604.85	68,759.00	68,759.00
7050 · Specific Ownership Taxes	818.74	750.00	10,539.88	9,000.00	9,000.00
7100 · Town Sales Taxes	71,986.15	70,193.97	872,865.05	842,327.68	842,327.68
7101 · Town Sales Tax License	365.00	500.00	8,305.00	6,000.00	6,000.00
7106 · Penalties & Int-Delinquent Tax	48.29	16.67	230.82	200.00	200.00
7115 · Franchise Fee	3,037.76	2,333.33	35,793.77	28,000.00	28,000.00
7120 · Special Assesments	2,602.86	41.67	2,602.86	500.00	500.00
7125 · Building & Zoning Permits	0.00	7,916.67	66,435.00	95,000.00	95,000.00
7126 · Fence & Sign Permits	50.00	150.00	2,875.00	1,800.00	1,800.00
7127 · Special Use By Review Permits	0.00	83.33	600.00	1,000.00	1,000.00
7130 · Traffic Fines & Ordinances	0.00	16.67	39.01	200.00	200.00
7135 · Court Costs	0.00	2.08	0.00	25.00	25.00
7140 · Liquor Licenses/Special Events	625.00	125.00	4,281.25	1,500.00	1,500.00
7148 · Disposable Bag Fee	0.00		3,187.92		
7150 · Cigarette Tax	222.32	150.00	3,281.03	1,800.00	1,800.00
7160 · Interest Income	6,707.02	333.33	62,681.86	4,000.00	4,000.00
7165 · Miscellaneous Income	0.00	83.33	14,652.49	1,000.00	1,000.00
7200 · Highway Users Tax	2,757.06	2,508.33	31,028.10	30,100.00	30,100.00
7205 · Road & Bridge Funds	374.82	2,597.42	32,850.52	31,169.00	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	150.00	150.00
7305 · Events Center-Rental Fees	0.00	179.17	3,050.00	2,150.00	2,150.00
7310 · Bluff Site Maint. Fee	0.00	291.67	0.00	3,500.00	3,500.00
7315 · Park Usage Fee	0.00	125.00	1,900.00	1,500.00	1,500.00
7845 · Federal Grant	0.00	16.67	58.04	200.00	200.00
Total Income	90,346.48	94,156.73	1,226,031.50	1,287,728.32	1,287,728.32
Gross Profit	90,346.48	94,156.73	1,226,031.50	1,287,728.32	1,287,728.32
Expense					
8000 · Trustees	53.69	416.67	6,127.63	5,000.00	5,000.00
8005 · Ordinances & Procedures	0.00	600.00	4,369.26	7,200.00	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	1,500.00	1,500.00
8025 · Auditing	0.00	816.67	9,750.00	9,800.00	9,800.00
8030 · Attorney	0.00	1,666.67	12,846.28	20,000.00	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	144.56	66.20	623.27	794.40	794.40
8100 · Town's Share FICA	1,776.96	1,368.13	19,321.38	16,417.58	16,417.58
8110 · Town's Share MEDI	415.58	319.97	4,518.70	3,839.60	3,839.60
8115 · Town Share Health Insurance	3,245.73	3,600.00	22,898.02	43,200.00	43,200.00
8120 · Town Share Retirement Fund	467.62	558.46	4,888.82	6,701.49	6,701.49
8200 · Clerk/Treasurer Wages	4,192.15	4,192.15	50,305.80	50,305.82	50,305.82
8205 · Deputy Clerk	7,414.14	3,364.44	48,357.04	40,373.28	40,373.28
8208 · Communications Manager	2,000.00	2,000.00	20,439.14	24,000.00	24,000.00
8210 · Clerk Education	0.00	83.33	571.94	1,000.00	1,000.00
8215 · Office Supplies	418.07	150.00	3,146.41	1,800.00	1,800.00
8220 · Town Manager Wages	5,000.00	6,250.00	57,916.68	75,000.00	75,000.00
8225 · Manager/Bldg/Zoning Education	0.00	191.67	5,456.69	2,300.00	2,300.00
8235 · Building Inspector	866.47	2,730.00	22,280.83	32,760.00	32,760.00
8240 · County Treasurer's Fees	23.51	125.00	2,033.74	1,500.00	1,500.00
8300 · Town Hall Maintenance	298.54	500.00	8,942.57	6,000.00	6,000.00
8308 · Town Hall Utilities	505.01	666.67	10,194.86	8,000.00	8,000.00
8310 · Lease Equipment	120.50	125.42	1,446.00	1,505.00	1,505.00
8405 · Animal Control	0.00	42.77	313.26	513.26	513.26
8410 · Organizational Membership Dues	1,524.00	83.33	4,260.08	1,000.00	1,000.00

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

	Dec 23	Budget	Jan - Dec 23	YTD Budget	Annual Budget
8505 · Townman Education	0.00	250.00	4,210.00	3,000.00	3,000.00
8510 · Street and Park Tech Wages	11,757.55	14,282.12	136,327.62	171,385.40	171,385.40
8515 · Street Maintenance & Fuel	2,405.09	4,583.33	53,889.42	55,000.00	55,000.00
8520 · Emergency Snow Removal	0.00	2,500.00	630.00	30,000.00	30,000.00
8525 · Street Lighting	1,180.51	1,000.00	20,220.07	12,000.00	12,000.00
8530 · Vehicle & Equip. Maintenance	3,429.74	1,666.67	25,201.61	20,000.00	20,000.00
8538 · Shop Maintenance	2,018.60	833.37	13,355.63	10,000.00	10,000.00
8540 · Shop Utilities	535.67	458.33	6,980.94	5,500.00	5,500.00
8545 · Highway Barn Utilities	416.49	548.33	5,518.30	6,580.00	6,580.00
8550 · Highway Barn Maint.	0.00	833.33	4,040.27	10,000.00	10,000.00
8600 · Park Utilities	968.74	1,666.67	22,197.07	20,000.00	20,000.00
8605 · Park Maintenance	360.61	1,833.33	16,379.18	22,000.00	22,000.00
8700 · Custer County Sheriff	0.00	4,708.33	56,500.00	56,500.00	56,500.00
8800 · Donations	5,500.00	2,216.67	26,600.00	26,600.00	26,600.00
8802 · Plastic Pollution Act	0.00		2,189.07		
8805 · Grants/Local	2,109.24	2,083.33	14,859.24	25,000.00	25,000.00
8806 · American Rescue Plan Expenses	0.00	13,153.97	0.00	157,847.64	157,847.64
8807 · Marketing	907.59		7,091.33		
8810 · Contingencies	0.00	1,666.67	0.00	20,000.00	20,000.00
8820 · Transfers Out	0.00	0.00	265,000.00	265,000.00	265,000.00
Total Expense	60,056.36	84,327.00	1,020,438.38	1,294,618.47	1,294,618.47
Net Income	30,290.12	9,829.73	205,593.12	-6,890.15	-6,890.15

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

	<u>Dec 23</u>	<u>Budget</u>	<u>Jan - Dec 23</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Income					
CRF7160 · Interest Income	5,190.82	250.00	51,384.87	3,000.00	3,000.00
CRF7213 · Grants (Existing) RW	6,731.45	139,807.25	106,254.07	1,677,687.00	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	12,000.00	12,000.00	12,000.00
CRF7285 · 1% Sales Tax from General Fund	35,954.21	35,096.99	436,432.23	421,163.84	421,163.84
CRF7810 · Transfers From General Fund	0.00	11,666.67	265,000.00	140,000.00	140,000.00
Total Income	<u>48,876.48</u>	<u>187,820.91</u>	<u>916,779.19</u>	<u>2,253,850.84</u>	<u>2,253,850.84</u>
Expense					
CRF9011 · CIP Roadway (Existing)	0.00	160,250.00	277,422.00	1,923,000.00	1,923,000.00
CRF9012 · CIP Town Property (Existing)	0.00	416.67	45,600.00	5,000.00	5,000.00
CRF9014 · Equipment Debt Service	0.00	930.75	11,168.88	11,169.00	11,169.00
CRF9025 · CIP Roadway (New)	0.00		39,785.00		
CRF9026 · CIP-Town Property (New)	0.00	14,583.33	0.00	175,000.00	175,000.00
CRF9027 · CIP-Equipment (New)	0.00	8,333.33	130,028.10	100,000.00	100,000.00
CRF9101 · Improvements-Design	8,292.14	1,640.58	91,565.74	19,687.00	19,687.00
CRFVoid · Void	0.00		0.00		
Total Expense	<u>8,292.14</u>	<u>186,154.66</u>	<u>595,569.72</u>	<u>2,233,856.00</u>	<u>2,233,856.00</u>
Net Income	<u><u>40,584.34</u></u>	<u><u>1,666.25</u></u>	<u><u>321,209.47</u></u>	<u><u>19,994.84</u></u>	<u><u>19,994.84</u></u>

2023 SALES TAX & PRIOR YEARS COMPARISONS

	2019	2020	2021	2022	2022	2022	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)	3% Total Sales Tax	
JAN	30,006.18	34,234.63	69,693.17	52,130.67	26,065.34	78,196.01	56,099.57	28,049.78	84,149.35	7.61%
			150.80				9.67	4.83	14.50	
FEB	24,163.25	32,835.27	62,025.70	47,263.31	23,631.66	70,894.97	54,313.68	27,156.84	81,470.52	14.92%
			232.01				29.00	14.50	43.50	
MAR	36,077.93	51,033.37	88,768.43	62,836.37	31,418.18	94,254.55	66,060.05	33,030.03	99,090.08	5.13%
			15.95							
APR	31,062.04	46,184.28	77,315.01	63,620.32	31,810.16	95,430.48	58,872.59	29,436.30	88,308.89	-7.46%
							106.34	53.17	159.51	
MAY	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%
JUNE	56,385.66	69,361.40	121,572.25	87,594.31	43,797.16	131,391.47	90,134.77	45,067.39	135,202.16	2.90%
							145.00	72.50	217.50	
		2% of total (General Fund)								% +/-
JULY	56,461.48	65,272.29	117,054.99	88,247.65	44,123.83	132,371.48	87,355.27	43,677.64	131,032.91	-1.01%
			130.50							
AUG.	46,583.57	59,524.79	88,928.52	85,806.99	42,903.49	128,710.48	82,683.95	41,341.97	124,025.92	-3.64%
							174.00	87.00	261.00	
SEPT.	58,818.79	79,591.87	118,962.80	99,847.81	49,923.90	149,771.71	88,920.30	44,460.15	133,380.45	-10.94%
							87.00	43.50	130.50	
OCT.	46,241.58	58,001.14	99,222.56	70,957.73	35,478.87	106,436.60	71,952.51	35,976.25	107,928.76	1.40%
		74.43					7.73	3.87	11.60	
NOV.	44,692.15	52,631.93	92,901.48	69,942.02	34,971.01	104,913.03	70,581.29	35,290.64	105,871.93	0.91%
		44.47	7.25							
DEC.	45,023.69	66,270.58	101,609.63	71,268.61	35,634.30	106,801.41				
TOTAL	473,907.25	547,579.60	845,999.44	865,360.51	432,679.29	1,130,457.55	802,235.54	401,117.73	1,203,353.27	6.45%
Proposed	518,930.94	510,000.00	398,561.65	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	802,235.54	401,117.73	1,203,353.27	
Difference	45,023.69	-37,579.60	-241,178.71	-63,143.67	-31,570.87	-94,611.11	40,092.14	20,046.11	60,138.25	

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: Karen Foley

Organization, if speaking on behalf of a group: Colorado Open Lands

Is this a request for Board action? Yes No

Please provide a summary of your comments:

Colorado Open Lands (COL) leases a portion of the Bluff Park that COL owns to the Town of Westcliffe through an annually executed lease agreement. The previous lease agreement expired on December 31, 2023, so a new lease agreement is needed to continue this arrangement. The new lease agreement does not contain any changes from the previously executed lease agreement in 2023 except for dates given at the beginning of the agreement, in reference to the previous agreement's effective date, and on the signature pages; and the expiration date of the new lease agreement. These changes can be observed in the redlined version of the document. All other clauses and terms of the lease agreement remain the same as in the previous agreement.

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

Karen Foley, Land and Water Steward for Colorado Open Lands, spoke with Kathy Reis and Caleb Patterson about the need for a new lease agreement. Kathy and Caleb agreed that the Westcliffe Town Board would need to approve of the new lease agreement before it can be signed and executed.

Contact information:

Name: Karen Foley
Mailing Address: P.O. Box 124
Westcliffe, CO 81252
email: kfoley@coloradoopenlands.org
Daytime Phone: 719-783-3018

THE BLUFF PARK LEASE AND MANAGEMENT AGREEMENT

This agreement is entered into this _____ day of _____, 2024³ between the Town of Westcliffe, a Colorado statutory municipality, (“the Town”), and Colorado Open Lands, a Colorado nonprofit corporation, (“COL”), collectively referred to as “the parties”.

I. RECITALS

1. The parties intend to work together to manage and enhance The Bluff Park (“The Bluff”) at the west end of Main Street in Westcliffe, Colorado.

2. The Town owns two of the four lots that comprise The Bluff:

Lot 1) On the north side, the open space shown South of Block 11 and North of Lot 2, Block 5 on Amended Plat for Adams Addition Filing No. 1, recorded August 21, 1984, as reception number 137453, and also described in Personal Representative's Deed, recorded July 26, 2007, in book 586, page 265, all in the records of Custer County, Colorado (the Chloride Gulch Parcel).

Lot 2) On the south side, Lot 1A, Hall's Minor Subdivision, County of Custer, State of Colorado (Summit Park, formerly known as the Hall Lot).

Collectively, these are known as the “Town Lots”.

3. COL owns the middle two lots of the four lots that comprise The Bluff, described as Lots 2 and 3, Block 5, Adams Addition to the Town of Westcliffe, Amended Filing #1, Town of Westcliffe, Colorado. Collectively, these are known as the “COL Lots”.

4. All of the above property is part of The Bluff and is cooperatively managed by the parties as a single unit.

5. The COL Lots are leased to the Town for public recreational use and special events under an annual lease between the Town and COL.

6. San Isabel Land Protection Trust, a Colorado nonprofit corporation, encumbered the COL Lots with a conservation easement held by COL, recorded September 2, 2015, and filed in the records of Custer County, Colorado, with reception number 225924. COL is successor in interest by merger to San Isabel Land Protection Trust on December 31, 2021, notice of which was recorded in Custer County on February 1, 2022, with reception number 244559.

7. The conservation easement restricts the uses permitted on the COL Lots and the parties agree to adhere to the terms of the conservation easement.

8. The parties wish to set forth their obligations and expectations to make The Bluff a valuable amenity for the Town and its citizens and visitors. This Agreement replaces in its entirety that Agreement executed by the Town and COL on May 16, 2023. ~~San Isabel Land Protection Trust on December 22, 2021.~~
9. The parties agree that making The Bluff available for use by the parties or by use of invitees, guests and sublessees of the parties for recreational and private or public events is advantageous to the parties and Custer County.

II. LEASE AGREEMENT

In consideration of the above Recitals, the parties agree as follows:

1. The Town is authorized to enter into this Lease pursuant to C.R.S. § 31-1610(1)(a) and 31-15-801.
2. Leased Premises: COL herein leases to the Town the COL Lots, Lots 2 and 3, Block 5, Adams Addition to the Town of Westcliffe, Amended Filing #1, Town of Westcliffe, Colorado, hereafter referred to as the "Leased Premises".
3. Term: The term of this Lease shall commence upon signing by both parties and shall end on December 31, 2023~~4~~.
4. The parties agree that this Lease is explicitly subject to the conservation easement.
5. Rent: The Town shall pay to COL or its designee the sum of one dollar (\$1.00) per year as rental payment on the Leased Premises. COL shall pay no rental payments on the Leased Premises during periods of its usage.
6. Permitted Use: The Town may use the Leased Premises for recreational use and for events that the Town determines in its sole discretion are in the public interest, provided they are consistent with the Deed of Conservation Easement. The Town may have a pecuniary interest in such events. COL may use the Leased Premises for its own purposes as it determines in its sole discretion, provided the Town does not have an event planned during the same time period. COL reserves the right to install improvements not inconsistent with the Town's uses, provided they are consistent with Town ordinances and the Deed of Conservation Easement.
 - a. With respect to the Town's use for recreational activities and events, it is agreed that the Town is in exclusive possession and control of the Leased Premises and that the Town is solely responsible for managing, supervising and monitoring all aspects of such recreational activities and events, including but not limited to

the conditions of the Leased Premises and any and all safety guidelines, rules or recommendations related to such recreational activities and events. It being agreed that COL has no duty whatsoever with respect to such recreational activities and events and specifically no duty whatsoever pertaining to the conditions of the Leased Premises, nor any safety guidelines, rules or recommendations related to such recreational activities and events.

b. However, except as set forth above in subparagraph 5a, COL retains all authority over the management of all other aspects of the Leased Premises, including but not limited to irrigation, management of plants, weed control, and permitting of signage and other improvements.

7. Insurance: The Town shall provide insurance, either through its insurance carrier, CIRSA, or by a third-party insurer in amounts and with coverage determined by the Town to be in the Town's best interests. The Town shall name COL as an "also insured" in any third-party insurance policies purchased by the Town or by any person or entity using The Bluff from which the Town requires third party insurance. COL shall provide to the Town a certificate of insurance naming the Town as an "also insured", in amounts agreeable to both the Town and COL, during periods of time that COL uses the Leased Premises for its own purposes and in its sole discretion. The Town and COL recognize and agree that this Agreement qualifies and extends liability limits to COL as a private landowner as described in C.R.S. 33-41-103, Parks and Wildlife, Limitations on Landowner's Liability.
8. Indemnification: The Town and COL shall indemnify, defend and hold each other harmless from and against any and all claims, actions, liability, costs, expenses and damages of every kind and nature, including reasonable attorney's fees arising from that party's use and occupancy of the Leased Premises in all circumstances. In accordance with C.R.S. 33-41-103(d), COL and the Town recognize that COL is a private landowner and shall not be liable for any and all claims, actions, liability, costs, expenses and damages of any kind and nature, including reasonable attorney's fees, arising from the Town's management of the land or portion thereof which is used for recreational purposes as defined by the referenced statute. COL shall indemnify, defend and hold the Town harmless from and against any and all claims, actions, liability, costs, expenses, and damages, including reasonable attorney's fees, arising from acts of negligence by COL only during periods of time that COL uses the Leased Premises for its own purposes in its sole discretion.
9. Construction/Improvements: The Town may, but need not, improve the Leased Premises that the Town deems necessary to make The Bluff suitable for its intended usage, provided that any such improvements are consistent with the Deed of Conservation Easement and before making any such improvements, the Town receives written approval from COL. In the event the Town uses contractors and laborers for such improvements, the Town shall indemnify COL for any mechanic's liens or other encumbrances placed on the Leased Premises by virtue of such construction or improvement. Improvements made and paid for by the Town shall remain with the Leased Premises upon termination of this lease unless the

Town can remove such improvements without causing undue damage to the Leased Premises.

10. **Maintenance/ Repairs:** The Town shall be responsible for general maintenance of the sodded grassy areas, the parking lots, park amenities and structures, and fencing of The Bluff. Such maintenance shall include, but not be limited to, mowing, aerating and fertilizing sodded grassy areas, repairing or replacing sprinkler system parts and utilities, and other minor repairs. The Town may perform other maintenance and repairs to the sodded grassy area of The Bluff as it deems and COL agrees is necessary. COL shall be responsible for the maintenance and repairs of all areas of the COL Lots not under the responsibility of the Town. Such areas shall include, but not be limited to, flower beds, planting areas, trails and areas of natural flora, and shall include, but not be limited to, weeding, planting, fertilizing and maintaining such areas as it deems appropriate.
11. **Assignment/Sublet:** This lease shall not be assigned or subleased to any third party without the written consent of the other party.
12. **Utility Expenses:** Arranging for, maintaining and paying for all Water and Electrical service to the Town Lots of The Bluff shall solely be the responsibility of the Town. Arranging for, maintaining and paying for Water and Electrical service to the COL Lots shall be the responsibility of the Town; COL agrees that it shall reimburse, in a timely manner, one-half of the utility expenses paid by the Town for the COL Lots.
13. **Access/Environmental:** COL shall have unrestricted access to the Leased Premises for the purpose of inspecting the same. No hazardous material, as defined by any state, federal or local ordinance or law, shall be permitted on or near the Leased Premises, unless such hazardous material is authorized by law and used for the purposes for which it was intended.
14. **Early Termination:** The Town reserves the right to terminate this lease at any time by giving COL written notice of its termination. COL reserves the right to terminate this lease at any time by giving the Town written notice of its termination.
15. **Surrender/Subordination:** The Town shall surrender the Leased Premises in good condition and repair upon termination of this lease as contemplated herein. The Town agrees that this lease is subordinate to any encumbrances which may attach to the Leased Premises and shall abide by and cooperate with any reasonable alterations to this lease necessary to satisfy such encumbrances, including but not limited to, early termination of this lease.
16. **Revenues:** Revenues generated from Town-sponsored activities in The Bluff shall be the sole property of the Town. Revenues generated from COL sponsored activities in The Bluff shall be the sole property of COL. Revenues generated from activities sponsored by both the Town and COL shall be equally divided between the parties.

17. General Provisions:

- a. Relationship: The parties agree that no relationship between the parties exists or is intended to be created under this lease other than Lessor/Lessee.
- b. Binding Effect: The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit not only to the parties, but to their respective successors in interest, and assigns.
- c. Severability: Any unenforceable provisions contained herein shall not exclude or negate any other provisions contained herein.
- d. Governing Law: The parties agree that this lease shall be governed by the laws of the State of Colorado.
- e. Amendments: All amendments to this document shall be in writing and signed by authorized representatives of that party.

IN WITNESS WHEREOF, the Parties, intending to legally bind themselves, have set their hands on the date first written above.

COLORADO OPEN LANDS

By:

Anthony P. Caligiuri, President

STATE OF COLORADO

} ss .

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this _____ day of _____, 2024~~3~~, by Anthony P. Caligiuri, President of Colorado Open Lands, a Colorado nonprofit corporation.

Witness my hand and official seal. Notary Public _____

My commission expires: _____

TOWN OF WESTCLIFFE

By:

Paul Wenke, Mayor

STATE OF COLORADO

} ss .

COUNTY OF CUSTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2024~~3~~, by Paul Wenke, Mayor of the Town of Westcliffe.

Witness my hand and official seal. Notary Public _____

My commission expires: _____



Digital Accessibility Assessment & Premium HUB Proposal

Colorado Statewide Internet Portal Authority
(SIPA): Town of Westcliffe

Provided by A360 Enterprises, LLC (dba Allyant)

January 11th, 2024

Overview

A360 Enterprises, LLC (Allyant) is providing this proposal to Town of Westcliffe ("Client") in order to help you assess, develop/remediate and report on digital accessibility in an effort to conform to WCAG 2.1, Level AA guidelines and mitigate risk. This effort will be led by experienced, live accessibility auditors and consultants. This document outlines the steps required to create a full and successful experience for all.

Allyant is in a unique position to help the Client through this process by providing:

1. **Experienced Accessibility Engineers**, both sighted and native screen reader auditors to fully assess websites, mobile apps, IoT products, kiosks & other digital platforms. This approach is far superior to automated tools which only test for a fraction of the WCAG success criteria, return many false positives and are limited in their ability to accurately test for usability and/or compliance.
2. **Detailed Reporting** via the [Allyant HUB](#), a fully accessible customer portal, to help all members of your team manage your digital accessibility project(s), get training and track progress.
3. The **Allyant HUB Audit & QA Reports** provide accessibility issues, screenshots, severity, an estimated level of effort to fix and most importantly: practical, developer-focused remediation solutions, built-in Help Desk & links to a Knowledge Base for additional learning per issue.
4. A **Customer Success Manager (CSM)** is assigned to every Allyant Client, bringing senior-level staff to help plan, facilitate and consult throughout the remediation effort, keeping the process as smooth and efficient as possible so that your goals are achieved. We also offer a higher level of Design and Development Support, which is leveraged by those organizations tackling the most difficult equitable access problems within complex digital products.
5. Further, **Allyant's Legal Support Group** pioneered the service of helping clients navigate through any legal notifications like demand letters, and complaints, and filed lawsuits to test claims and support them through defense strategy

Process

The Allyant Roadmap is a proven process distilled from thousands of accessibility projects over years of industry-leading services provided to clients across all business verticals around the world. This approach will lead your organization to become digitally accessible, as quickly as possible, while working with your specific needs, development processes and available resources.

Accessibility Assessment

Allyant will conduct a manual disabled-user assessment of the digital properties outlined in the [assessment scope](#). The accessibility assessment satisfies requirements for screen readers, visual, hearing and cognitive impairment, and keyboard-only users using standards established in [WCAG 2.1 Level AA](#).

The Audit Reports delivered via the Allyant HUB provide your team the information necessary to remediate any accessibility concerns, and serves as the governance tool for tracking your progress of this business compliance requirement. Allyant will provide the following assistance and deliverables with the audit:

- **Assessment Issue Report**
 - URL, mobile view or component audited
 - Specific non-compliant elements on each & the WCAG guideline(s) it violates
 - User audience affected by the issue (e.g., screen reader, keyboard-only, hearing impaired, color contrast)
 - A detailed recommendation to remediate each issue

- Priority level for fixing the issue
- Link to the related Allyant HUB Knowledge Base articles
- Screenshots where appropriate
- **Assessment Summary Report**
 - A narrative document summarizing the audit and highlighting common issues that were found, steps of the recommended remediation plan and an estimated level of effort
 - Global issues and suggestions that would improve ongoing maintenance, Search Engine Optimization, overall usability and more

Allyant HUB Access

The HUB is your personalized customer portal and is provided to authorized users within your organization and partner organizations. In the Allyant HUB your related staff will have access to the project results outlined here, Knowledge Base, Video Training Series and Help Desk staff, (if Ongoing Support hours are purchased).

- **Allyant HUB Toolkit:**
 - The HUB Toolkit is a Chrome Developer Extension downloaded from the Chrome Web Store helping identify and learn about common accessibility issues on your pages.
 - The extension can run on any page your browser can access including local environments, behind firewalls, logins and different page contexts.
 - While there is no substitute for a live user audit, automated testing can identify some of the most common accessibility issues. In conjunction with access to Allyant's accessibility engineers, these automated assessments can help you identify and remediate some issues more quickly.
 - The toolkit extension includes
 - **Accessibility Tools:**
 - **Image Descriptions:** View all images on the page in one place grouped by images with descriptions, those marked as decorative and those missing descriptions.
 - **Heading Levels:** View the current page heading level structure to more easily identify where levels may have been skipped or are otherwise incorrect.
 - **ARIA Usage:** ARIA is used to help describe elements on the page to a screen reader. Determining where these attributes are used in your HTML is helpful when identifying problems.
 - **Components:** Quickly identify components used on the page including third-party such as Google Maps or Yotpo, along with other items such as the slick-slider carousel.
 - **External Links:** View a list of links on your page that point to external resources.
- **Allyant HUB Premium Automated Scanning:**
 - Website Scanning
 - Site scanning via crawls or existing page snapshots of publicly available web pages
 - Screenshots of pages scanned
 - Scheduling of scans (Weekly, monthly, quarterly, annually)
 - Email PDF of scanning results for scheduled scans
 - All scans are saved within HUB for historical reference and trending
 - Client-specific scan rule sets to match your business needs
 - Scans can be saved from the HUB Toolkit Chrome developer extension into HUB for future reference.
 - Site Info
 - Ability to see popular 3rd Party Components found across the site during crawls
 - Broken Links

- External Links

- **Knowledge Base:**
 - Direct links from the Issues found during Audit or QA to this self-paced learning section
 - Checklists, Accessibility Statement Helpers and other accessibility documents
 - Detailed articles are continually added and updated as accessibility guidelines change
- **Help Desk:**
 - Client may submit general inquiries at the project level or directly linked to specific audit results
 - Comments are threaded to ensure clear communication and allow for collaboration
 - Manned by senior-level screen-reader and sighted Accessibility Engineers
- **Technical Video Training:** Access to Allyant's video training series of technical accessibility design and development topics and best practices
 - Overview look at the laws and emerging trends pertaining to digital accessibility, crucial topics for development organizations and the business. This includes an introduction to WCAG 2.1 Level AA
 - Introduction to accessibility, Design guidelines and Developer know-how to create accessibility within new builds along with best practices for content managers and code examples to leverage during your Remediation effort
 - Additional resources to continue to expand your knowledge of digital accessibility are added often and every client gets immediate access to all video training content

Proposed Timeline

Allyant will begin as soon as possible after SOW execution or PO start date. The proposed project dates are below. Dates are subject to change based on delivery of executed documents, payment, Client environment readiness, required credentials and other related factors.

Our experience has shown your team’s engagement is a major factor in finalizing the Proposed Timeline and for the overall success of the project. In addition, Allyant has identified Key Success Factors to help ensure your success. Allyant will review these with your team during the Project Kick-Off Meeting and throughout the project.

Process Steps		Project Start Date	Project End Date
Client Environment Prepared & Project Kick-Off Meeting		1-2 weeks following SOW execution or PO start date	
<u>Accessibility Assessment</u>	townofwestcliffe.colorado.gov.	To be determined following project kickoff	
<u>HUB Toolkit Subscription</u>		Upon SOW execution or PO start date	1 year from Start Date

Pricing

Service	Fee	
Accessibility Assessment <ul style="list-style-type: none"> Manual, disabled-user Accessibility Assessment Reports detailing the findings & recommended fixes Accessibility Statement template Audit & QA Allyant training completion certificate, if desired 	Assessment townofwestcliffe.colorado.gov.	\$2,500
Annual HUB Toolkit Subscription Includes: <ul style="list-style-type: none"> Usage of Allyant "Reviewed By" badge Issue reporting & workflow management system Compliance Governance of Project Milestones Allyant Video Training Series Allyant Knowledge Base Access Scanning Tool via Chrome Extension Schedule scans/crawls 1,000 pages scanned and saved annually across up to 1 projects/domains Unlimited scanning via Allyant Toolkit Chrome Extension 5 Help Desk Tickets per year 	HUB Subscription	\$1,500/year
Optional: PDF Remediation	\$6/per page for non-fillable forms or complex pages	
Project Type	Fixed Fee	
Estimated Fees for Services	\$4,000 (Billed in advance)	
Town of Westcliffe Total Cost	\$4,000	

Assessment Scope

The following views are based on a preliminary review of the domain(s) outlined in this Proposal. The scope is meant to be a collaborative effort between Client and Allyant to ensure the UX and unique functionality are accurately represented.

View Description	URL
Homepage	https://townofwestcliffe.colorado.gov/
Town Board of Trustees	https://townofwestcliffe.colorado.gov/government/town-board
Contact	https://townofwestcliffe.colorado.gov/contacts
Accessibility Statement	TBD

* By executing a SOW or issuing a PO, Client agrees that the scope outlined above is accurate, has been reviewed and is approved by Client.

Assumptions

- Client's users of the Allyant HUB must be directly related to the project scope in this Agreement. Logins are based on email addresses and cannot be shared between Client staff.
- Help Desk tickets must be a single accessibility question that can typically be answered (including any replies) in one hour or less by trained Allyant Accessibility Engineers.
- Allyant is not a law firm; does not provide legal advice. Allyant encourages Client to work with experienced legal counsel to understand and apply the law to Client's situation.
- Allyant's reports and recommendations reflect Allyant's experience and understanding in the field of accessible technology. Client is responsible for the operation of its own business, and Client is always free to adopt Allyant's recommendations, in whole, in part, or not at all, as Client sees fit in its legal and business judgment.
- Total hours of work performed by Allyant during the assessment is not to exceed **15 hours**
- Allyant will provide Client with a monthly report detailing Ongoing Support hours consumed
- Client may use hours for any digital accessibility review work under contract with Allyant
- Early termination by Client will result in Allyant issuing a final invoice for any unbilled hours for services provided up until date of termination
- No refunds are granted for Annual Allyant HUB Subscriptions

All of the following are out-of-scope services:

- All services not explicitly defined in this proposal
- Travel, lodging and per diem costs affiliated with this project
- Any out-of-pocket costs associated with the effort (e.g. printing, binding, displays, etc.)
- Review or Remediation of any digital materials such as emails, pdf's, statements or marketing content not listed in Pricing.

In the event that either Party requires changes to the scope originally identified in this proposal, a mutually agreed upon Change Order must be executed. Work on a Change Order shall not begin until that time.

Allyant's reports and recommendations reflect Allyant's experience and understanding in the field of accessible technology. Client is responsible for the operation of its own business, and Client is always free to adopt Allyant's recommendations, in whole, in part, or not at all, as Client sees fit in its legal and business judgment.

Service Support Plan Includes

	CTI SCOUT	<ul style="list-style-type: none"> • Real time tracking and alerts
	On-Demand	<ul style="list-style-type: none"> • Field service repair on-site • Extended equipment warranty • Storage workflow updates • Firmware and software updates/upgrades*
	CTI Care Team	<ul style="list-style-type: none"> • Unlimited phone support • OBR • Dedicated customer experience team
	Critical Meeting Support	<ul style="list-style-type: none"> • Health checks • Critical event support • Event solutions preferred pricing

*Programming and firmware updates are included upon manufacturer release and at the recommendation of the manufacturer and CTI

Plan Overview:

CTI is pleased to offer **CTI Complete**, a Service Agreement to support your A/V system. The **CTI Complete Service Agreement** covers Display Systems, Video Systems, Audio Systems, Control Systems, Lighting Systems, Rack Accessories and Furniture, and miscellaneous cables, connectors, etc. within the equipment list contained in the contract documents.

This service plan provides audio/visual technical support and engineering services to ensure the maximum performance and reliability of your collaboration and communication technology, as well as programming updates, an on-line customer service portal and Critical Meeting Support.

Thank you for choosing CTI to support and maintain your technology investment. We value your partnership as your AV Solutions provider.

CTI Complete - Plan Summary: Westcliffe Zoom Rooms

- Labor for parts repair & replacement are covered for the duration of the agreement.
 - On-Site within 24 hours of initiated request for any location where a CTI branch is located.
- Any shipping/freight costs are covered within this agreement
 - 2-day shipping
- All parts are included, except for consumables.

Agreement Price (per year):

Subtotal	\$1,578.00
Total	\$1,578.00

Your Service Location:

220 N William Dillard Dr
 Gilbert, AZ 85233
 (PH) 833-266-0835 (Fax) 855-329-2844
 Email: Service@CTI.com

Active Dates:	2/1/2024 - 1/31/2025
Service Agreement #:	SA20170205-1
Cust Name:	JCG Technologies
Address:	9941 East Mission Lane Scottsdale, AZ 85258
Contact	Steve Schmenk srschmenk@jcgtechnologies.com

Labor Rates:

The following is applicable to all service agreements:

Travel Expenses

All locations outside CTI Office Metropolitan areas will be invoiced for travel and expenses separately based upon expenses incurred by CTI. Travel and expenses are not figured into the agreement price.

- Rates are Portal to Portal within 60-mile radius of service centers.
- Travel & Mobilization Costs Outside of 60 Mile Radius = to be billed at 75% of the standard rate.
- Air travel, car rental, lodging, per diem to be billed in addition to above costs.

Disclaimer

CTI will not be responsible for any problems or malfunctions that have an origin determined not to be the result of manufacturing defect or failure. Operator error, operator abuse, general misuse or neglect of equipment is not covered. Consumables are only covered in the case of manufacturer defect. Consumables such as batteries, lamps and CRTs are not included. All service calls and repairs performed to the equipment under these circumstances will be billed at current CTI labor rates and may include a rush or emergency service charge.

Agreement Renewal

This service plan is a **one (1) year term** that will be renewed annually only upon agreement by both parties. Service Support Plan renewal notices will be delivered thirty (30) days prior to the expiration of this agreement. Upon acceptance, renewal payments must be made to CTI prior to the expiration date of this agreement to avoid system recertification fees. Multi-year Service Agreements can be negotiated at the request of the customer.

The understated Field Service Rates are applicable to all systems not under CTI Complete Agreement or for repairs that fall outside normal system coverage.

CTI WILL NOT BE RESPONSIBLE FOR ANY CATASTROPHIC ACTS OF GOD OR MAN, FIRE, FLOOD OR OTHER DISASTERS. SUCH OCCURRANCES WILL VOID THIS AGREEMENT.

CTI Standard Labor Rates		
Service Description	Rates	Criteria
On-Site Repairs		
CTI Field Service Technician: Standard	\$200/hr	Minimum 2 hours
After Hours Rush	\$300/hr	Minimum 2 hours

Client Signature: _____ Date: _____

CTI Authorized Signature: _____ Date: _____

TOWN OF WESTCLIFFE

RESOLUTION # 3-2023

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WESTCLIFFE,
COLORADO TO GRANT A VARIANCE AT 57600 STATE HIGHWAY 69**

RECITALS

WHEREAS, the Town of Westcliffe acting by and through its Town Board of Trustees has the power to regulate land use matters pursuant to Colorado Revised Statutes (C.R.S.) Section 31, Article 23 et seq.; and

WHEREAS, pursuant to Westcliffe Municipal Code (“Code”) Section 10-1-8.D., the Westcliffe Board of Trustees (“Board”), serving as the Board of Adjustment, is charged with reviewing and granting/denying Variance applications; and

WHEREAS, Broll LP Gas, LLC (“Applicant”) has submitted an Application for a Variance in accordance with Section 10-1-8. of the Code; and

WHEREAS, Code Section 10-1-8.D. authorizes the Board of Adjustments to “impose conditions for granting any variance including, without limitation, time limits on the variance, limitations as to the uses allowed and restrictions on uses to the which the variance may apply; and

WHEREAS, on May 16, 2023, after due and proper public notice, the Board of Adjustment conducted a public hearing at which all interested parties were given an opportunity to be heard, and thereafter approved Applicant’s Variance application with the limitations and restrictions as outlined in the below Agreement; and

WHEREAS, the Board of Trustees of the Town of Westcliffe finds that it is in the best interest of the Town to allow the Applicant’s Variance in accordance with the Agreement below.

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

AGREEMENT

THIS AGREEMENT entered into on this 20th day of June, 2023 by and between the Town of Westcliffe, Colorado, a municipal corporation, hereinafter referred to as the “Town,” and Tim Broll, Owner of Broll LP Gas, LLC, hereinafter referred to as “Owner”.

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Board of Trustees of the Town of Westcliffe hereby finds:

- a. The Town shall allow use of a single thirty thousand (30,000) gallon propane storage tank at 57600 State Highway 69, Westcliffe, CO (“Property”) as specified in the Owner’s Variance Application, attached as Exhibit A and herein incorporated by reference.
- b. Owner must comply with Federal, state (including the Division of Oil and Public Safety), and local regulations are met. Proof of all regulations to be met must be shown to the Building Official and kept on file with the Town.
- c. Owner must pass CDOT Highway Access permit final inspection to be completed (Ron Young) email: ronald.young@state.co.us.
- d. Owner must comply with all Wet Mountain Fire Protection District (“WMFPD”) rules and regulations.
- e. Owner must comply with all Round Mountain Water and Sanitation District rules and regulations.
- f. *Need* Owner must submit a drawing, approved by the Westcliffe Building Official, showing the area of the business with the location and orientation of the 30,000-gallon propane storage tank being east and west, proper setbacks as provided by WMFPD, scaled depiction of the eight foot (8’) high perimeter chain link fence surrounding the tank, security lighting in compliance Dark Sky community restrictions, and reflective address visible from the highway.
- g. Owner must file the Variance with the Custer County Clerk and Recorder’s Office, and such Variance shall include the drawing indicating the location of the 30,000-gallon propane storage tank on the Property according to the requirements in paragraph f. above, which location must also comply with Federal, State, and local and use rules and regulations.
- h. Owner further agrees that the 30,000-gallon propane tank must be permanently placed, is immovable, and that only a single 30,000-gallon propane tank is permitted on the Property.
- i. Owner agrees to make the 30,000-gallon propane tank “aesthetically pleasing” according to the discretion of the Board of Trustees.
- j. Owner agrees that the installation of and required construction surrounding the 30,000-gallon propane tank will be completed by December 21, 2023.
- k. Any Amendments to this Agreement shall be in writing and signed by both Parties.

Section 3. The Board of Trustees of the Town of Westcliffe hereby approves the Variance Application with the above limitations and restrictions, waiving the requirements of Code Section 3-2-2:D.5., which otherwise would limit the Property to a 500-gallon propane storage tank.

Section 4. This Resolution is effective immediately. However, the recordation of this Resolution with the Custer County Clerk and Recorder's Office shall be made more than thirty (30) days following the date of this Resolution in order to allow for all applicable periods of appeal of such decision to expire. In the event of a timely filed notice of appeal, the recordation of this Resolution shall be postponed or stayed pending final resolution of the appeal.

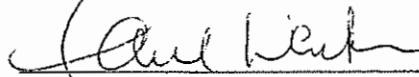
Section 5. Repealer. All resolutions and orders of the Board of Trustees, or parts thereof, inconsistent with the provisions of this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

Section 6. Severability. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the validity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.


ADOPTED THIS 20TH DAY OF JUNE, 2023.

TOWN OF WESTCLIFFE

AGREED this 20th day of June 2023

BY: 
Paul Wenke, Mayor

ATTESTED:

BY: 
Kathy Rejs, CMC, Town Clerk

BROLL LP GAS, LLC

AGREED this 20th day of June 2023

BY: 
Tim Broll, Owner



ORDINANCE NO. 1-2024

AN ORDINANCE OF THE TOWN OF WESTCLIFFE, COLORADO, APPROVING THE BALLOT QUESTION TO BE SUBMITTED TO THE REGISTERED ELECTORS OF THE TOWN OF WESTCLIFFE AT THE REGULAR ELECTION ON APRIL 2, 2024, ON THE QUESTION OF, WITHOUT RAISING ADDITIONAL TAXES, EXTENDING THE EXISTING ADDITIONAL ONE PERCENT (1.0%) SALES TAX APPROVED BY THE VOTERS BY ORDINANCE NO. 12-2019, BEYOND THE CURRENT EXPIRATION DATE OF DECEMBER 31, 2024, WITH SUCH AMOUNTS TO BE PLEDGED TO THE TOWN OF WESTCLIFFE CAPITAL IMPROVEMENTS PROJECTS FUND AND TO BE USED SOLELY FOR CAPITAL IMPROVEMENTS PROJECTS APPROVED BY THE BOARD OF TRUSTEES, INCLUDING NEW CONSTRUCTION AND REPAIRS TO STREETS, SIDEWALKS, CURBS AND GUTTERS, ALLEYWAYS, PARKS, TOWN OWNED EQUIPMENT AND OTHER IMPROVEMENTS IN THE TOWN; AS A VOTER APPROVED REVENUE CHANGE; SPECIFYING THE FORM OF THE BALLOT AND OTHER ELECTION PROCEDURES, AND SETTING FORTH RELATED DETAILS

WHEREAS, the Town of Westcliffe (the "Town"), is a Colorado statutory town duly organized and existing under laws of the State of Colorado; and

WHEREAS, the voters of the Town have approved an additional one percent (1%) sales tax increase, which tax expires December 31, 2024; and

WHEREAS, the voters should consider authorizing the Board of Trustees to continue the one percent (1%) additional sales tax from its present expiration date, and beginning January 1, 2025, designate the revenue generated for construction and repair of streets, sidewalks, alley ways, curbs and gutters, parks, town owned equipment, and other physical improvements; and

WHEREAS, it is appropriate for the voters to approve the continued collection, retention, and expenditure of the full tax proceeds and any related earnings from this portion of the sales tax; and

WHEREAS, pursuant to applicable law, including but not limited to Article 2 of Title 29, Colorado Revised Statutes, the Town is authorized to adopt a municipal sales tax and has previously adopted upon voter approval a permanent municipal sales tax of two percent (2.0%); and

WHEREAS, the Board of Trustees has determined that the continued use of the additional one percent (1%) sales tax will continue to generate the Town's necessary capital improvement funding; and

WHEREAS, April 2, 2024, is the date of the regular municipal election in the Town and one of the election dates at which ballot issues may be submitted to the eligible electors of the Town; and

WHEREAS, the Board of Trustees desires to approve the specific ballot language to be submitted to the registered electors of the Town;

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

Section 1. A regular municipal election will be held on Tuesday, April 2, 2024.

Section 2. At the election, there shall be a ballot question submitted to the eligible voters of the Town of Westcliffe regarding the continuation of the one percent (1%) additional sales tax.

Section 3. The official ballot shall contain the following ballot title, which shall be submitted to the eligible voters of the Town of Westcliffe on April 2, 2024, as follows:

BALLOT QUESTION ISSUE 1

WITHOUT RAISING ADDITIONAL TAXES, SHALL THE EXISTING ONE PERCENT (1.0%) TOWN SALES TAX FOR CAPITAL IMPROVEMENTS PROJECTS APPROVED BY THE BOARD OF TRUSTEES, INCLUDING NEW CONSTRUCTION AND REPAIRS TO STREETS, SIDEWALKS, CURBS AND GUTTERS, ALLEYWAYS, PARKS, TOWN OWNED EQUIPMENT AND OTHER IMPROVEMENTS IN THE TOWN BE EXTENDED FROM ITS CURRENT EXPIRATION OF DECEMBER 31, 2024, IN PERPETUITY; AND SHALL THE REVENUES FROM SUCH SALES TAXES AND ANY RELATED EARNINGS BE COLLECTED, RETAINED, AND SPENT AS A VOTER-APPROVED REVENUE CHANGE WITHOUT LIMITATION UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION (TABOR) OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE TOWN?

YES/APPROVED

NO/DENIED

Section 4. The provisions of this ordinance shall take effect, following passage and approval by the electors of the Town as provided herein, on April 2, 2024.

Section 5. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The Town Board of Trustees and the registered voters of the Town hereby declare that they would have passed and approved this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 6. The repeal or modification of any provision of the Municipal Code of the Town of Westcliffe by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 7. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

THIS ORDINANCE WAS INTRODUCED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF WESTCLIFFE, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED BY MAJORITY VOTE AT ITS REGULAR MEETING HELD AT THE TOWN OF WESTCLIFFE ON THE 16th DAY OF JANUARY, 2024.

TOWN OF WESTCLIFFE

By: _____
Paul Wenke, Mayor

ATTESTED:

Kathy Reis, CMC, Town Clerk

TOWN OF WESTCLIFFE
RESOLUTION # 1-2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WESTCLIFFE, COLORADO AMENDING
THE TOWN OF WESTCLIFFE TOWN HANDBOOK CLARIFYING SECTION 303 HOLIDAY PAY ACCRUAL

WHEREAS, the Town has previously adopted the Town of Westcliffe Employee Handbook; and

WHEREAS, the Town finds that amending the Town of Westcliffe Employee Handbook to clarify accrual of holiday time off, is in the best interests and necessary to the function and operation of the Town.

NOW THEREFORE, BE IT RESOLVED THAT:

1. Amendment to Section 303 of the Town of Westcliffe Employee Handbook.

Section 303 of the Town Handbook is hereby amended by deleting the stricken text and adding the emboldened and underlined text to the first bullet point of Section 303 as follows:

The Town will grant holiday time off as follows: No substitution dates are permitted:

- Regular full-time employees – regular work week of forty (40) hours will receive ~~(8 hours)~~ pay **8 hours for those employees working a 5-day x 8-hour work week, and 10 hours for those employees working 4-day x 10-hour work week.**

A recognized Holiday that falls on a Saturday will be observed on the preceding Friday. A recognized Holiday that falls on a Sunday will be observed on the following Monday. **For those employees working 4-day x 10-hour work week, Tuesday through Friday, a recognized holiday that falls on a Sunday will be observed on the following Tuesday. For those employees working 4-day x 10-hour work week, Monday through Thursday, a recognized holiday that falls on a Saturday will be observed on the preceding Thursday.**

2. All other parts, paragraphs, and portions of Section 303 remain as written with no changes or amendments.

READ, PASSED, AND APPROVED THIS 16th day of January, 2024.

BY: TOWN OF WESTCLIFFE

Paul Wenke, Mayor

ATTESTED:

Kathy Reis, Town Clerk

Recd: 11-2-2023
9:53 AM MJ

Wet Mountain Tribune

November 2, 2023

To the Westcliffe Board of Trustees,

Thank you for the opportunity to submit an offer to publish the legal bids for the Town of Westcliffe. For nearly a century and a half, the *Wet Mountain Tribune* has worked with the Town to provide government information to our readers in a consistent and widely available weekly publication for legal notices.

The *Wet Mountain Tribune* is the largest newspaper by subscription, newsstand sales, digital editions, and online page views in Silver Cliff and Custer County. The following data is compiled from required yearly US Postal Service Statement of Ownership reports published in September each year.

	<u>Tribune</u>	<u>Sentinel</u>
In County Subs.....	559	276
Newsstand Sales.....	470	182
E-Edition.....	310	255
Outside County.....	470	352
Paying readers (2.3 per newspaper).....	4161	2450
Facebook followers	4200	1200

Our bid is as follows:

- Statutory Legal Notices: \$.44 cents per line.
- Non-Statutory Legal Notices: \$1.10 per line.

You will find that we offer the *best price per reader* to deliver legal notices. We have the experience to properly provide legal notice publication services that adhere to Colorado State Law. Plus, we are members of the Colorado Press Association, which hosts the online portal for all legal notices to be provided to the public for no additional cost.

Please let me know if you have any questions; I would happily answer them.

Sincerely,

Jordan Hedberg
Publisher
Wet Mountain Tribune
editor@wetmountaintribune.com
719-371-3482

Requested General Information of the Wet Mountain Tribune.

- a. Wet Mountain Publishing Company doing business as (DBA) *The Wet Mountain Tribune*
- b. Published every Thursday
- c. Jordan Hedberg, Publisher. 216 Main Street, Westcliffe, Colorado 81252
- d. Authorized contracting officer: Jordan Hedberg
- e. Authorized personnel to provide an affidavit of proof of publication: Jordan Hedberg
- f. Designate a newspaper contact person for contractual issues: Jordan Hedberg
- g. Billing is performed monthly
- h. Publication schedules for 2024 – 2026: The *Tribune* is published every Thursday, every week of the year
- i. Copy and legal notice deadlines are noon every Monday
- j. *The Wet Mountain Tribune* has never charged to publish public service announcements from the Town
- k. *The Wet Mountain Tribune* meets all state and postal regulations to be considered a newspaper of general circulation in Custer County. The *Tribune* has been printing weekly for 140 years.

Circulation

- a. The *Tribune* is available online through our e-edition subscription service, that costs \$38. We currently have 310 e-edition subscriptions. In addition, we place certain free articles online and circulate those posts on social media. Our Facebook page has 4,200 followers. There is no additional access charge to our online services.
- b. The *Tribune* has archived newspapers that go back to 1899. These archives are found at the office until 1960 and on microfilm at the Custer County Library and the State Library in Denver. Digital files from 1899 to 1925 are freely available to view and search at www.coloradohistoricnewspapers.org. The *Tribune* also has bound paper editions of the *Tribune* that go back to 1978 and filed archives that go back to 1960. All editions are archived in the office and through the State Library.

Rates

- a. Legal Notice rates that follow Colorado State Statutes §24-70-101 at 10 pica lines per column inch:
 - Statutory Legal Notices: .44 cents per pica line.
 - Non-Statutory Legal Notices: \$1.10 per pica line.

By law, the *Tribune* cannot charge more than the above cost for legal notices and cannot offer discounts for computer-ready PDFs or set a maximum charge for a full page of legal notices. In addition, there is no difference in price for a legal notice or a “display legal notice.”

- b. A column inch is 1.58 inches wide and 1 inch tall. There are 10 pica lines in each column inch. By state law, we must use this measurement for all legal notice billing purposes. Font size can be no smaller than 6-point type.
- c. For display ads that are not related to legal notices, please see the attached advertising rate sheet. We do not offer discounts for camera-ready ads. All display ads are due on Mondays at noon.

Other

- a. The *Tribune* will provide digital proofs before publication when requested at no additional fee. We attempt to answer every email, but if you do not hear back from us, you are welcome to call.

Wet Mountain Tribune - cost per ad

AD SIZE		1 run b&w	1 run color	2 runs b&w	2 runs color	3 or more b&w	3 or more color
2x2	4	\$44	\$52	\$36	\$44	\$26	\$34
2x3	6	\$66	\$78	\$54	\$66	\$39	\$51
2x4	8	\$88	\$104	\$72	\$88	\$52	\$68
3x3	9	\$99	\$117	\$81	\$99	\$59	\$77
2x5	10	\$110	\$130	\$90	\$110	\$65	\$85
3x4	12	\$132	\$156	\$108	\$132	\$78	\$102
3x5	15	\$165	\$195	\$135	\$165	\$98	\$128
3x6	18	\$198	\$234	\$162	\$198	\$117	\$153
3x8	24	\$264	\$312	\$216	\$264	\$156	\$204
6x8	48	\$528	\$624	\$432	\$528	\$312	\$408
6x16	96	\$1,056	\$1,248	\$864	\$1,056	\$624	\$816
price per col inch		\$11.00	\$13.00	\$9.00	\$11.00	\$6.50	\$8.50