

AGENDA
BOARD OF TRUSTEES
TOWN OF WESTCLIFFE
TUESDAY, FEBRUARY 18, 2025
PATTERSON HALL – 1000 MAIN
REGULAR MEETING
5:30 p.m.
Join by Zoom
Meeting ID: 818 5670 3226
Passcode: 423986
By phone: 1 719 359 4580

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Recognition of Visitors
5. Consent Agenda
Note: All items listed under the Consent Agenda are routine and are approved with one motion. There will be a separate discussion of these items if a Board Member or citizen requests. The item may be removed from the Consent Agenda and considered separately at the discretion of the Board of Trustees.
 - A APPROVAL OF MINUTES
 - B. TREASURER’S REPORT
 - C. APPROVAL OF BILLS
6. Old Business
 - a. Consideration of a request to approve Ordinance NO. 2-2025 adding Chapter 9, Firearms in Public Buildings, of Title 5 of the Westcliffe Municipal Code.
7. New Business
 - a. Presentation by Wet Mountain Fire Protection District.
 - b. Consideration of appointing Christy Patterson to fill the vacant trustee seat.
 - c. Consideration of a request to approve Town Attorney Buchner’s employment contract.
 - d. Consideration of a request to re-activate the Westcliffe Parks Advisory Committee.
 - e. Consideration of a request to adopt the Resolution and Agreement by UMB Bank (Card Services) to add the Town Clerk as a signatory to the Town credit card company.
8. Additions to the Agenda
9. Staff & Committee Reports
10. Public Comment – Westcliffe citizens or business owners can comment on agenda items only and are limited to three (3) minutes. A request can be made to be placed on a future month’s agenda if they want to address the Board of Trustees on issues related to the Town of Westcliffe.

Adjourn

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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: Mr. Dembosky, Mr. Jagow, Mr. Fulton, and Mr. Wilhelm.

PLEDGE OF ALLEGIANCE

Mayor Wenke led the Pledge of Allegiance.

OTHERS PRESENT

Neal Marrs, Mike Whetstine, Jerry Peters, Kevin Lauman, Jakki Bahn, Paul Vogelsong, Barry Keene, Lucas Epp, Janet Rhodes, Erin Christie, Melane Rella, Jordan Hedberg (Zoom), & Clay Buchner (Zoom)

TREASURER’S REPORT

	REVENUE RECEIVED		BALANCE OF ACCOUNTS
General Fund Checking:	\$ 90,287.39	\$	337,912.18
CSafe-GF Core 11:	\$ 2,352.50	\$	581,163.96
CSafe-3% Tabor Reserve 13:	\$ 200.38	\$	49,472.24
CSafe-General Fund Reserve-14	\$ 1,650.58	\$	407,763.40
CSafe-Tennis Ct.-Core-16	\$ 84.46	\$	21,313.14
Tennis Court Checking:	\$ 0.00	\$	5,219.32
Municipal Court Checking:	\$ 0.00	\$	3,607.70
Conservation Trust Fund Checking:	\$ 0.54	\$	12,828.46
CSafe-CF Core 15	\$ 181.30	\$	44,754.56
Capital Fund Checking:	\$ 42.44	\$	488,210.83
CSafe-CF Core 12:	\$ 3,095.92	\$	764,841.16

EXPENDITURES

GENERAL FUND:	\$ 83,067.29
MUNICIPAL COURT:	\$ 0.00
TENNIS COURT:	\$ 0.00
CONSERVATION TRUST FUND:	\$ 0.00
CAPITAL FUND:	\$ 100,859.55

APPROVAL OF CONSENT AGENDA

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

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

OLD BUSINESS

- a. **Consideration of a request to approve the Master Plan per the Planning Commission's recommendation.**

Mr. Wilhelm would like the Master Plan to eventually address the deer problem in Town and also mention the Heart of the Rockies health center. The Plan can be revised quarterly so it can be approved now with the amendments done later.

ACTION: Mr. Fulton moved, and Mr. Wilhelm seconded to approve the Master Plan per the Planning Commission's recommendation. Motion carried.

- b. **Consideration of a request to approve Ordinance NO. 1-2025 Amending the Town's Fee Schedule, amending Park Use Fees.**

Ms. Christie reported that the new fees for the Bluff Park went from \$300 to \$400 and for the other parks the usage fee is \$25 for up to 50 people and \$40 for 50 people and more.

ACTION: Mr. Wilhelm moved, and Mr. Dembosky seconded to approve Ordinance NO. 1-2025 Amending the Town's Fee Schedule, amending Park Use Fees. Motion carried.

NEW BUSINESS

- a. **Presentation by Custer County Work Force Housing Committee with updates on Housing Needs Assessment.**

Mr. Keene gave a report on the mission of Custer County Work Force – to sustain high quality work force housing for residents in the County. He provided an update on the Housing Needs Assessment (HNA) which the County, Westcliffe, and Silver Cliff are all involved in. A contractor has been chosen, and the contract is in the process of being reviewed. Mr. Keene would like a Town Trustee to be on the committee – he recommended Bob Fulton because he has already been involved in the HNA meetings. Mr. Fulton accepted. The next step will be to have an on-site 'kick off' meeting with the contractor and all entities involved.

- b. **Acceptance of Mayor Pro-Tem George Mowry's resignation on January 9, 2025 and Mayor Wenke to appoint a new Mayor Pro-Tem.**

Mayor Wenke would like Mark Dembosky to be the new Mayor Pro-Tem, and he accepted.

- c. **Discussion of chip sealing or paving Town roads.**

Mayor Wenke reported that the goal for using 1% of the sales tax was to pave or cheap seal the 10.5 miles of roads in the Town every five years. Neal Marrs reported that \$250,000 has been budgeted for two miles of chip seal. However, chip seal only lasts two to three years, depending on weather. Snow plows, temperature changes, and water all affect this and causes pot holes and damage to the chip seal. It is basically just a band aid, it doesn't fix the road. Paving costs more, but it lasts 5 to 10 years. The bid process is still continuing – so far there has been two bids for paving a ¼ of a mile for \$250,000. For \$330,000 a full mile, both lanes, could be completed. Mr. Marrs has received quotes for 3rd Street between Main and Rosita, 2nd Street between Main and Northern Ave., the section from the bowling alley across Adams to Jerry Drive, and the school road - 10th Street from the highway to connect to the parking lot. March 1st is the deadline to let bidders know whether or

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not the Town chooses their proposal because summer is the best time to conduct these projects. In addition, the preference would be to not do any projects in July because of peak tourism and the Blue Grass Festival.

Mayor Wenke stated that the Town should stay within the \$250,000 for this year for paving, rather than chip seal, and then more money can be budgeted in 2026 for paving.

d. Consideration of a request to approve a contract for IT services for 2025.

Ms. Christie reported that there are three proposals in the packet. She believes that Complete Business Systems (CBS) is the best option, despite being over budget, by \$1,000 for the year. The Town is saving \$1,000 yearly on the communication manager contract. CBS's proposal is more comprehensive than the other two and they have received positive reviews, including from Round Mountain. Initially CBI will come on site and look at all the devices the Town uses and will make recommendations on potential updates. Their customer service help desk is located in Colorado and they have a strong focus on cyber security. Additionally, they will make sure all licenses are up to date.

ACTION: Mr. Jagow moved, and Mr. Fulton seconded to approve Complete Business Systems contract for IT services for 2025. Motion carried.

e. Consideration of a request to update bank signature cards removing Kathy Reis and adding new Mayor Pro-Tem.

Ms. Christie reported that the bank signature cards should be updated at United Business Bank because the new Mayor Pro-Tem needs to be able to sign checks for the Town. Since she is retired, Kathy Reis should be removed as well.

ACTION: Mr. Jagow moved, and Mr. Wilhelm seconded to approve updating the bank signature cards removing Kathy Reis and adding new Mayor Pro-Tem. Motion carried.

f. Discussion of SB24-131 Prohibiting Carrying Firearms in Sensitive Spaces.

Ms. Christie reported that the State passed SB24-131 which prohibits carry firearms in sensitive spaces which includes government and municipality buildings. However, towns can opt out of this bill and sign an ordinance allowing citizens to carry firearms. An issue unique to the Town is that the conference room is considered the 'court room' unlike average government buildings where the court room is separate and has a metal detector or guard. The Town rarely has a court case – we have had one in the past year – but it is something to consider.

Mayor Wenke brought up the issue of how the Town enforces the House Bill. County Commissioner Lucas Epp reported that the County allows concealed carry (except during elections), but not open carry of firearms. The only way to enforce it is if you see a person open carrying, call the sheriff. At the County building there is a guard sitting outside of the court room, unlike at Westcliffe Town Hall.

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Attorney Clay Buchner reported that it is up to the Board as to how they want to proceed. It is up to an individual town as to what they want to do. Schools and court rooms never allow firearms, but other than those locations a town can opt out of the House Bill and allow firearms in government buildings. Law enforcement is exempt from the State Bill.

Mayor Wenke stated that the Town Hall employees do lock the door that goes into the offices and there are bars installed at the front counter, but someone could easily kick the door in.

Mr. Jagow reported that to get a concealed carry permit there is extensive training a person has to do, they have to take a test, and they cannot have any felonies.

The consensus of the Board is to allow concealed carry (unless there is a court hearing), but not open carry of firearms in Town Hall. Attorney Buchner will draft the ordinance, and it will be on February's agenda to approve.

g. Consideration of a request to approve the job description for new position 'Town Operations Coordinator.'

Mr. Dembosky reported that this is a revision of the previous Town Manager description. Now there will not be a Town Manager, but rather a Town Operations Coordinator. What is different is that this job title has more to do with on the ground activities rather than a manager.

The question is whether this new position will report to the Clerk/Administer or the BOT. Some Board members want the new position to report to the Clerk/Administrator who would be the single point of contact to the BOT. Mayor Wenke would like that person to report to the BOT. Mr. Fulton requested tabling this agenda item, so the job description isn't rushed, as the Trustees don't agree as to who the new position answers to.

ACTION: Mr. Fulton moved, and Mr. Jagow seconded to table this agenda item after re-working the job description and scheduling a special meeting. Motion carried.

h. Consideration of a request to conduct a survey of the Town-owned lots that were rezoned for workforce housing.

Mayor Wenke reported that he would like to get a survey of the Town-owned lots to ensure the property lines are legal before moving forward with affordable housing.

ACTION: Mr. Fulton moved, and Mr. Wilhelm seconded to approve conducting a survey of the Town-owned lots. Motion carried.

BOARD OF ADJUSTMENTS

Old Business

a. Continued discussion of the Ace Hardware lights.

The complainant is satisfied with the results of resolving the light issues – he emailed the Town Clerk that he considered the matter closed. But Mr. Dembosky wanted to discuss the process of fixing the lights to officially close out the issue on record.

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STAFF & COMMITTEE REPORTS

a. Report from Town Clerk

Ms. Christie reported that the Town has 60 days from when Mr. Mowry resigned (January 9th) to fill the vacant Trustee seat. So far there has been one letter of interest. The ad is posted on the Town website and in both papers.

PUBLIC COMMENT

Mr. Hedberg reported that the Board of Trustees should vote on the new Mayor Pro-Tem rather than Mayor Wenke appointing someone. Mr. Jagow then made a motion to nominate Mark Dembosky as the new Mayor Pro-Tem and Mr. Fulton seconded.

Attorney Buchner offered to create a memo to clarify the difference between a strong and weak mayor town, and to speak with Mr. Hedberg after the meeting to address some of the concerns that came up at the meeting.

Mr. Fulton moved, and **Mayor Wenke** seconded to adjourn. Motion carried.

ADJOURN

Recorded by:
Erin Christie
Deputy Town Clerk

**BOARD OF TRUSTEES
TOWN OF WESTCLIFFE
WEDNESDAY, FEBRUARY 5, 2025
SPECIAL MEETING**

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CALL TO ORDER

Mayor Pro-Tem Dembosky called the meeting to order at 9:00 a.m.

ROLL CALL

The following members were present: Mr. Fulton, Mr. Wilhelm, Mr. Nordyke, Mr. Jagow, and Mayor Pro-Tem Dembosky.

ABSENT: Mayor Wenke.

PLEDGE OF ALLEGIANCE

Mayor Pro-Tem Dembosky led the Pledge of Allegiance.

OTHERS PRESENT

Melane Rella, Erin Christie, Neal Marrs, and Attorney Clay Buchner (Zoom).

ORDER OF BUSINESS

- a. Consideration of a request to approve the job description for new position 'Town Operations Coordinator.'**

Mr. Dembosky reported that the Board will go page by page to review the final job description – there have already been previous edits. The Operations Coordinator will report to the Town Clerk.

The requirement to obtain a CDL was dropped – there just needs to be a thorough knowledge of how to obtain it, in the event another employee wants to get one. A GED was added as an equivalent to a high school diploma. Mr. Jagow suggested putting 'hence forth referred to as Town Clerk' rather than continuing to say Clerk/Treasurer. Mr. Wilhelm asked who will be responsible for hiring/firing employees. It was discussed that the Town Clerk will coordinate with the Board if there is a situation where an employee needs to be fired. The consensus was to leave the description as is, with the Board hiring the new position, rather than the Clerk.

The Operations Coordinator will also be the Town Incident Controller to review accidents and make necessary reports, and coordinate with law enforcement. Mr. Marrs reported that this is part of the risk management section of the job description, along with creating a list of contractors to be available to assist with an incident.

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Mr. Dembosky asked for direction from attorney Buchner on whether this job is an 'officer' position under state statute. Mr. Buchner reported it is not an 'officer' position, instead it is an employment position so it doesn't require the job description to be codified by ordinance, it just needs to be adopted. The only default officers by statute are the Clerk/Treasurer and the Attorney.

Mr. Buchner advised the Board that the job description can be approved by a verbal resolution and then task the staff with putting the description in the Town handbook. When the Board makes the motion, it should include the final amendments that were decided upon at this meeting (not previous edits).

At some point all of the job descriptions for the Town will be reviewed at a later date, along with ensuring the policy handbook is up to date.

ACTION: Mr. Jagow moved, and Mr. Fulton seconded to approve the job description with the below-suggested edits and move forward with the hiring process. Motion carried.

Edits to job description:

- 1 – Qualifications section: ...drivers license and have 'thorough' knowledge...
- 2 – Education section: ...high school graduate or GED.
- 3 – Essential Duties section: ...Clerk/Treasurer 'hence forth referred to as Town Clerk'.
- 4 – Essential Duties (1) section: ...building permits and all inspections.
- 5 – Essential Duties (3a) section: ...and are applicable for a small town.
- 6 – Essential Duties (4b) section: ...concise is required so that...
- 7 – Availability (a) section: ...list of all Operations...
- 8 – Two-Communications section: The Town Operations Coordinator...
- 9 – Physical Demands paragraph 3: Deleted 'The Job is primary a desk job.'

Mr. Fulton moved, and Mr. Nordyke seconded to adjourn. Motion carried.

ADJOURN

Recorded by:
Erin Christie
Deputy Town Clerk

GENERAL FUND

Airgas USA	Shop Maint/Supplies	412.77
Black Hills Energy	Lights/Electric	1,956.58
Bruchners Truck & Equipment	Vehicle Main/Supplies	488.71
Buchner, Clayton, Attorney at Law	Attorney Fees Dec & Jan	924.00
Card Services	Office Supplies	2,077.83
CarQuest	Vehicle Main/Supplies	351.40
CenturyLink	Phone/Elevator	50.25
CIRSA	2025 Annual Insurance Coverage	16,636.07
Civic Plus	Muni-code publishing annual subscription	868.00
CTI	Annual Supscripton - IT service for two Zoom rooms	1,697.00
Custer County Rd. & Bridge	Street Maint.& Fuel	582.77
Custer County Sheriff	1st Qtr 2025 Law Enforcement Contract	15,537.50
ERB Element	Dec Communication Services	3,230.00
ERB Element	2025 Start of new contract - Jan Content	2,000.00
Hilltop Broadband	Internet	273.35
Humane Society of Fremont Co.	2025 Impound Service Contract	334.92
Lowe's	Water	10.47
Rella, Melane	Employee reimbursement office supplies	31.68
Rock Auto Parts (Napa)	Supplies	478.52
Midwest Fab & Steel, LLC	Vehicle Equip/Maint - Town truck repair	615.28
Norup Gas	Propane	1,381.97
Oak Disposal Services	Street Maint. 2025 Trash Service	1,381.25
Pinnacol Assurance	2025 Workerscomp	9,638.00
Pomp's Tire Service	Vehicle Maint/Supplies	36.50
Procom LLC	Annual Fee for employee drug tests	98.00
River Valley Plumbing & Heating	Shop Maint.-gas repipe repair 1/2 down payment	816.37
Round Mtn. Water & Sanitation District	Damage from snow plowing	344.87
Round Mtn. Water & Sanitation District	Water & Sewer/ January	774.50
SIPA	2025 Annual Licenses & accessibility support	3,000.00
Squire, Ileen	Memorial Service Fund for Shantell Squire	250.00
Uline	Shop Maint./Supplies	2,094.91
US Postal Service	Annual PO Box Fee	84.00
Valley Ace Hardware	Supplies	434.24
Westcliffe Petroleum	Vehicle Maint/Supplies	41.60
Wet Mtn. Valley Rotary Van Service	2024 Donation (Non-profit)	1,043.84
Wish, Inc.	Park Maint. - sprinkler heads	2,402.67
Xerox Corporation	Meter Read/Lease Payment	171.08
4 Rivers Equipment	Wiper Motor - Town truck repair	447.67


Payroll Expenses

CEBT	Employer/Health Ins.	3,087.30
CEBT	Employee/Health Ins.	228.30
EFTPS	January Payroll Taxes	7,255.86
GWRS	Employee Share Retirement Fund (ACH)	850.38
GWRS	Employer Share Retirement Fund (ACH)	1,679.45

BILLS TO DATE	\$86,099.86
JANUARY 2025 PAYROLL	\$21,954.43
TOTAL GENERAL FUND EXPENDITURES FOR JANUARY 2025	\$108,054.29

CAPITAL FUND

Deere Credit, Inc	324 P-Tier Compact Wheel Loadle lease	19,409.24
TOTAL CAPITAL FUND EXPENDITURES FOR JANUARY 2025	\$19,409.24	


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

REVENUES RECEIVED IN JANUARY 2025

GENERAL FUND

Cash		
Boss Pro Diesel LLC	2025 Business License Renewal	25.00
Steele, JJ	Jess Price Usage Fee & Damage Deposit	125.00
Tumble Weed LLC	2025 Business License Renewal	25.00
Stader, Peter	2025 Business License Renewal	25.00
For the Love of Healing	2025 Business License Renewal	25.00
Young, Jenny	2025 Business License Renewal	25.00
Back to Basics Bakery	2025 Business License Renewal	25.00
Mt Honeysuckle, LLC	2025 Business License Renewal	25.00
Dwags Dawgs	2025 Business License Renewal	25.00
PS Patchworks	2025 Business License Renewal	25.00
Credit Card		
Herrera, Loreen	Short term rental license	150.00
Broll LP Gas, LLC	2025 Business License Renewal	25.00
Kirkpatrick Bank	2025 Business License Renewal	25.00
Annie's Grooming	2025 Business License Renewal	25.00
Westcliffe Laundromat	2025 Business License Renewal	25.00
Cogency Global, Inc	2025 Business License Renewal	25.00
Ohlsen, Joel	Park usage fee and damage deposit	125.00
Melissa Harth Massage Therapy	2025 Business License Renewal	25.00
Checks		
Inn on 69 LLC	2025 Business License Renewal	25.00
Wet Mtn. Tribune	2025 Business License Renewal	25.00
Pratt Chiropractice	2025 Business License Renewal	25.00
Summit & Main Realty Group	2025 Business License Renewal	25.00
Wet Mtn. Storage	2025 Business License Renewal	25.00
Martin & Tope Real Estate	2025 Business License Renewal	25.00
Electronic Wizard Computer Repairs	2025 Business License Renewal	25.00
Peaks Integrity Wealth Management	2025 Business License Renewal	25.00
CF Altitude, LLC	2025 Business License Renewal	25.00
Sugarlump, Inc	2025 Business License Renewal	25.00
Lollipop & CO.	2025 Business License Renewal	25.00
Cindy Nealy Barber, LLC	2025 Business License Renewal	25.00
Melody Debenedicts	2025 Business License Renewal	25.00
Mountain Envy Boutique	2025 Business License Renewal	25.00
Oakley Construction, Ltd	2025 Business License Renewal	25.00
Varone, Laura (Flip)	2025 Business License Renewal	25.00
Dr. Steven Lokken	2025 Business License Renewal	25.00
Wapiti Ranch Realty N Auction	2025 Business License Renewal	25.00
Custer County Jeep Rentals	2025 Business License Renewal	25.00
Custer County Supply Co	2025 Business License Renewal	25.00
Swartz, Cheryl	2025 Business License Renewal	25.00
United Business Bank	2025 Business License Renewal	25.00
Levadura Bread LLC	2025 Business License Renewal & transient merchant licens	225.00
Sun flower Natural Foods	2025 Business License Renewal	25.00

Cinco Investments LLC	2025 Business License Renewal	25.00
The Lamp Post Lodge LLC	2025 Business License Renewal	25.00
Wet Mountain Rustics, LLC	2025 Business License Renewal	25.00
Sterling Development Group Ltd	2025 Business License Renewal	25.00
Central Colorado Title & Escrow	2025 Business License Renewal	25.00
Brush Hollow Creek Construction	Building Permit	750.00
Mountain Land Properties	2025 Business License Renewal	25.00
Macleod, Christina	2025 Business License Renewal	25.00
Levadura Bread LLC	Jess Price Usage Fee (2 days) & damage deposit	150.00
Sterling Development Group Ltd	2024 4th Qtr Disposable Bag Fee	18.78
Brenchley, Katherine	2025 Business License Renewal	25.00
Sangre de Cristo Sentinel	2025 Business License Renewal	25.00
Tease Salon	2025 Business License Renewal	25.00
Frontier Installations	2025 Business License Renewal	25.00
The Village Shop	2025 Business License Renewal	25.00
Lowes Pay & Save	2024 4th Qtr Disposable Bag Fee	485.04
Anaya, Lindsey	Park usage fee and damage deposit	125.00
Frontier Kitchens	2025 Business License Renewal	25.00
Greenstone Artworks	2025 Business License Renewal	25.00
3 Pillars Law (B. Social Feedstore)	2025 Business License Renewal	25.00
Paladin Propane Partners	2025 Business License Renewal	25.00
Peregrine Coffee	2025 Business License Renewal	25.00
Factory Fitness	2025 Business License Renewal	25.00
Chappy's Grill	2025 Business License Renewal	25.00
All Aboard Westcliffe	2025 Business License Renewal	25.00
Sangre Investments	2025 Business License Renewal	25.00
Thrifty Cliffe, LLC	2025 Business License Renewal	25.00
Mountain Production Co	2025 Business License Renewal	25.00
PHNXED Creations LLC	2025 Business License Renewal (2)	50.00
Native Woods	2025 Business License Renewal	25.00
Mattie's Lofts, LLC	2025 Business License Renewal	25.00
Mattie Burt Realty, LLC	2025 Business License Renewal	25.00
Antler Liquor store & motel	2024 Business License Renewal	25.00
Westcliffe Home & Ranch	2024 Business License Renewal	25.00
Sarah Jordan Massage Therapy	2024 Business License Renewal	25.00
Pay & Save, Inc (Lowes)	2024 Liquor License Renewal	50.00
Southern Skull & Arrow (Candy's Coffee)	2024 Business License Renewal	25.00
Wild Iris Gallery of Westcliffe	2024 Business License Renewal	25.00
Wet Mtn Broadcasting	2024 Business License Renewal	25.00
West Central Mental Health Center	2024 Business License Renewal	25.00
Black Hills	December Franchise Fee	3,287.51
Wet Mtn. Automotive LLC	New Business License	40.00
Wise Tree Service LLC	New Business License	40.00
Bootleggers Merchantile	2025 Business License Renewal	25.00
Salty Pine Floral & Boutique	2025 Business License Renewal	25.00
Arterburn Fine Arts & Graphics	2025 Business License Renewal	25.00
Bear Peak LLC	2025 Business License Renewals - Zitas & Stage Stop	50.00
Bomgardner, Troy	Park usage fee and damage deposit	140.00
Hayden Outdoors Real Estate	2025 Business License Renewal	25.00

Wild Flour Donuts	2025 Business License Renewal	25.00
Anaya, Lindsey	Park usage fee - diff between \$25 and \$40 more people	15.00
Lady Unique Boutique	2025 Business License Renewal	25.00
JNT Professional Services	2025 Business License Renewal	25.00
Boutique Off Main	2025 Business License Renewal	25.00
Take a Look Active LLC	2024 Business License Renewal	25.00
New Outlook Dental	2025 Business License Renewal	25.00
Wet Mtn. Treasures	2025 Business License Renewal	25.00
D & W Services LLC	2025 Business License Renewal	25.00
All The Range	2025 Business License Renewal	25.00
The Ruby Bear	2025 Business License Renewal	25.00
Goodknight LLC	2025 Business License Renewal	25.00
Oak Ridge Home	Building Permit - 55 Kryptonite	4,920.00
Custer County Treasurer		1,194.00
	SOB Specific Ownership B 601.69	
	SOA Specific Ownership A 145.69	
	IND Delinq. Interest 27.54	
	RBD Delinq. Road & Bridge 34.82	
	RLD Delinq Real Estate 393.37	
	TFD Treasurer Fee Delinq. -9.11	
Custer County Treasurer	Special Assessments XFER	3,009.15
Custer County Treasurer	Clerk's Sales Tax Fees	18.37
United Business Bank of Colorado	Interest	26.80
State of Colorado	2% Sales Tax	62,790.38
State of Colorado	CIG Tax-Dec.	236.48
State of Colorado	Highway Users Tax	2,945.42
GENERAL FUND CHECKING REVENUE RECEIVED IN JANUARY 2025		\$82,766.93

CSafe-Gen. Fund Core-11	Interest	2,112.98
CSafe-3% Tabor Reserve-13	Interest	261.50
CSafe-Gen. Fund Reserve-14	Interest	1,689.48

TENNIS COURT PROJECT CHECKING

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

CSafe-Tennis Ct. Core-16	Interest	83.56
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MUNICIPAL COURT CHECKING

MUNICIPAL COURT CHECKING REVENUE RECEIVED IN JANUARY 2024		\$0.00

REVENUES RECEIVED IN JANUARY 2025

CONSERVATION TRUST FUND

United Business Bank	Interest	0.58
State of Colorado	4th Qtr State Lottery income	1463.94

CONSERVATION TRUST FUND REVENUE RECEIVED IN JANUARY 2025	\$1,464.52
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CSafe-CTF Core 15	Interest	175.34
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CAPITAL FUND

United Business Bank of Colorado	Interest Capital Fund Checking	42.75
Custer County Treasurer	Clerk Fees 1% Sales Tax	9.18
State of Colorado (Town of Westcliffe)	1% Sales Tax	31,395.19
Town of Westcliffe	Transfer to Cap Fund from GenFund per 2025 budget	100,000.00
Verizon Wireless	Lease Payment	1,100.00
John Deere Financial	Refund due to lease payment beginning in Jan 2025	1,861.48
CAPITAL FUND CHECKING REVENUE RECEIVED IN JANUARY 2025		\$134,356.67

CSafe-Capital Fund Core 12	Interest	2,993.18
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BALANCE IN ALL FUND ACCOUNTS

GENERAL FUND CHECKING		\$209,427.83
CSafe-Gen. Fund Core-11		\$581,163.96
CSafe-3% Tabor Reserve-13		\$71,297.74
CSafe-Gen. Fund Reserve-14		\$439,256.88
CSafe-Tennis Ct. Core-16		\$21,396.70
TENNIS COURT PROJECT CHECKING		\$5,219.32
MUNICIPAL COURT CHECKING		\$3,607.70
	TOTAL GENERAL FUND ACCOUNTS	\$1,331,370.13

CONSERVATION TRUST FUND CHECKING		\$14,292.98
CSafe-CTF Core 15		\$44,929.90
	TOTAL CONSERVATION TRUST FUND ACCOUNTS	\$59,222.88

CAPITAL FUND CHECKING		\$612,619.43
CSafe-Capital Fund Core 12		\$767,834.34
	TOTAL ALL CAPITAL FUND ACCOUNTS	\$1,380,453.77

CASH BALANCE OF ALL FUND ACCOUNTS **\$2,771,046.78**

NOTE: 1% Sales tax of \$31,395.19 and \$9.18 Clerk Fees was transferred to the Capital Fund from the General Fund.

NOTE: \$100,000.00 was transferred to the Capital Fund from the General Fund per the 2025 budget.

General Fund Profit & Loss Budget Performance

	Jan 25	Budget	Jan 25	YTD Budget	Annual Budget
Income					
7000 · General Property Taxes	393.37	5,926.06	393.37	5,926.06	71,112.28
7050 · Specific Ownership Taxes	747.38	666.63	747.38	666.63	8,000.00
7100 · Town Sales Taxes	65,817.90	76,721.75	65,817.90	76,721.75	920,660.45
7101 · Town Sales Tax License	2,705.00	333.37	2,705.00	333.37	4,000.00
7106 · Penalties & Int-Delinquent Tax	27.54	16.63	27.54	16.63	200.00
7115 · Franchise Fee	3,287.51	3,000.00	3,287.51	3,000.00	36,000.00
7120 · Special Assessments	0.00	208.37	0.00	208.37	2,500.00
7125 · Building & Zoning Permits	5,670.00	3,333.37	5,670.00	3,333.37	40,000.00
7126 · Fence/Sign/Excavation Permits	0.00	66.63	0.00	66.63	800.00
7127 · Special Use By Review Permits	0.00	25.00	0.00	25.00	300.00
7130 · Traffic Fines & Ordinances	0.00	8.37	0.00	8.37	100.00
7135 · Court Costs	0.00	0.00	0.00	0.00	0.00
7140 · Liquor Licenses/Special Events	50.00	125.00	50.00	125.00	1,500.00
7148 · Disposable Bag Fee	503.82	208.37	503.82	208.37	2,500.00
7150 · Cigarette Tax	236.48	266.63	236.48	266.63	3,200.00
7160 · Interest Income	4,174.32	3,500.00	4,174.32	3,500.00	42,000.00
7165 · Miscellaneous Income	0.00	83.37	0.00	83.37	1,000.00
7200 · Highway Users Tax	2,945.42	2,448.63	2,945.42	2,448.63	29,383.67
7205 · Road & Bridge Funds	34.82	3,027.12	34.82	3,027.12	36,325.00
7215 · American Rescue Plan Funds	0.00	0.00	0.00	0.00	0.00
7239 · Contributions from General Fund	0.00	0.00	0.00	0.00	0.00
7300 · Tennis Court Donation Fund	0.00	4.13	0.00	4.13	50.00
7305 · Events Center-Rental Fees	0.00	275.00	0.00	275.00	3,300.00
7310 · Bluff Site Maint. Fee	0.00	0.00	0.00	0.00	0.00
7315 · Park Usage Fee	255.00	133.37	255.00	133.37	1,600.00
7807 · Reimbursed Expenses	0.00	0.00	0.00	0.00	0.00
7810 · Transfers In	0.00	0.00	0.00	0.00	0.00
7820 · Lease Equipment-I	0.00	0.00	0.00	0.00	0.00
7840 · State Grant	0.00	0.00	0.00	0.00	0.00
7845 · Federal Grant	0.00	16.63	0.00	16.63	200.00
7871 · Grant-SIPA	0.00	0.00	0.00	0.00	0.00
7940 · Sale of Assets	0.00	0.00	0.00	0.00	0.00
Total Income	86,848.56	100,394.43	86,848.56	100,394.43	1,204,731.40
Cost of Goods Sold					
5001 · Cost of Goods Sold	0.00	0.00	0.00	0.00	0.00
Total COGS	0.00	0.00	0.00	0.00	0.00
Gross Profit	86,848.56	100,394.43	86,848.56	100,394.43	1,204,731.40
Expense					
void	0.00	0.00	0.00	0.00	0.00
4001 · Reconciliation Discrepancies	0.00	0.00	0.00	0.00	0.00
8000 · Trustees	311.05	333.37	311.05	333.37	4,000.00
8005 · Ordinances & Procedures	0.00	950.00	0.00	950.00	11,400.00
8010 · Colo. Muni League Dues	0.00	83.37	0.00	83.37	1,000.00
8015 · Elections	0.00	291.63	0.00	291.63	3,500.00
8020 · General Accounting	0.00	141.63	0.00	141.63	1,700.00
8026 · Auditing	0.00	833.37	0.00	833.37	10,000.00
8030 · Attorney	924.00	1,666.63	924.00	1,666.63	20,000.00
8035 · Insurance - General	16,636.07	1,463.50	16,636.07	1,463.50	17,562.00
8040 · Workman's Compensation	9,638.00	691.63	9,638.00	691.63	8,300.00
8050 · Colorado State Unemployment	58.87	52.08	58.87	52.08	624.19
8100 · Town's Share FICA	1,824.68	1,612.45	1,824.68	1,612.45	19,349.95
8110 · Town's Share MEDI	426.75	377.18	426.75	377.18	4,525.39
8115 · Town Share Health Insurance	3,724.27	4,799.75	3,724.27	4,799.75	57,597.00
8120 · Town Share Retirement Fund	943.45	1,560.47	943.45	1,560.47	18,725.75
8201 · Administrative Wages					
8200 · Clerk/Treasurer Wages	5,500.00	0.00	5,500.00	0.00	0.00
8205 · Deputy Clerk	4,433.75	0.00	4,433.75	0.00	0.00
8235 · Building Inspector	1,312.36	0.00	1,312.36	0.00	0.00
8201 · Administrative Wages - Other	0.00	18,966.63	0.00	18,966.63	227,600.00
Total 8201 · Administrative Wages	11,246.11	18,966.63	11,246.11	18,966.63	227,600.00
8208 · Communications Manager	5,000.00	2,000.00	5,000.00	2,000.00	24,000.00
8209 · Administrative Education	0.00	875.00	0.00	875.00	10,500.00
8210 · Clerk Education	0.00	0.00	0.00	0.00	0.00
8215 · Office Supplies	0.00	300.00	0.00	300.00	3,600.00
8220 · Town Manager Wages	0.00	0.00	0.00	0.00	0.00
8225 · Manager/Bldg/Zoning Education	0.00	0.00	0.00	0.00	0.00
8236 · Project Manager	0.00	0.00	0.00	0.00	0.00
8240 · County Treasurer's Fees	9.11	166.63	9.11	166.63	2,000.00
8245 · Municipal Court Wages	0.00	0.00	0.00	0.00	0.00
8250 · Municipal Court Postage	0.00	0.00	0.00	0.00	0.00
8280 · Payroll Expenses	0.00	0.00	0.00	0.00	0.00
8300 · Town Hall Maintenance	9,163.84	1,416.63	9,163.84	1,416.63	17,000.00
8308 · Town Hall Utilities	852.05	1,000.00	852.05	1,000.00	12,000.00
8310 · Lease Equipment	120.50	0.00	120.50	0.00	0.00
8315 · Lease Principal	0.00	120.50	0.00	120.50	1,446.00
8316 · Lease Interest	0.00	0.00	0.00	0.00	0.00
8405 · Animal Control	334.92	66.63	334.92	66.63	800.00
8410 · Organizational Membership Dues	0.00	83.37	0.00	83.37	1,000.00
8415 · Recycling Program	0.00	0.00	0.00	0.00	0.00
8501 · Seasonal Wages	0.00	0.00	0.00	0.00	0.00
8505 · Public Works Education	0.00	500.00	0.00	500.00	6,000.00

General Fund Profit & Loss Budget Performance

	Jan 25	Budget	Jan 25	YTD Budget	Annual Budget
8506 · Public Works Wages					
8510 · Street and Park Tech Wages	18,412.36	0.00	18,412.36	0.00	0.00
8506 · Public Works Wages - Other	0.00	16,201.90	0.00	16,201.90	194,423.90
Total 8506 · Public Works Wages	18,412.36	16,201.90	18,412.36	16,201.90	194,423.90
8508 · Street & Park Supervisor	0.00	0.00	0.00	0.00	0.00
8515 · Street Maintenance & Fuel	2,547.34	5,000.00	2,547.34	5,000.00	60,000.00
8520 · Emergency Snow Removal	0.00	2,500.00	0.00	2,500.00	30,000.00
8525 · Street Lighting	1,073.44	1,333.37	1,073.44	1,333.37	16,000.00
8530 · Vehicle & Equip. Maintenance	1,939.56	2,500.00	1,939.56	2,500.00	30,000.00
8538 · Shop Maintenance	1,903.45	1,000.00	1,903.45	1,000.00	12,000.00
8540 · Shop Utilities	1,597.40	750.00	1,597.40	750.00	9,000.00
8545 · Highway Barn Utilities	1,545.18	583.37	1,545.18	583.37	7,000.00
8550 · Highway Barn Maint.	0.00	333.37	0.00	333.37	4,000.00
8600 · Park Utilities	1,102.41	3,333.37	1,102.41	3,333.37	40,000.00
8605 · Park Maintenance	4,497.58	2,250.00	4,497.58	2,250.00	27,000.00
8700 · Custer County Sheriff	15,537.50	5,358.37	15,537.50	5,358.37	64,300.00
8800 · Donations	1,043.84	1,725.00	1,043.84	1,725.00	20,700.00
8802 · Plastic Pollution Act	0.00	0.00	0.00	0.00	0.00
8805 · Grants/Local	0.00	2,083.37	0.00	2,083.37	25,000.00
8806 · American Rescue Plan Expenses	0.00	0.00	0.00	0.00	0.00
8807 · Marketing	230.00	416.63	230.00	416.63	5,000.00
8808 · Economic Development	0.00	0.00	0.00	0.00	0.00
8810 · Contingencies	0.00	1,666.63	0.00	1,666.63	20,000.00
8811 · Contribution to/from Capital Fun	0.00	8,333.37	0.00	8,333.37	100,000.00
8820 · Transfers Out	100,000.00	0.00	100,000.00	0.00	0.00
8900 · Principal GLTD	0.00	0.00	0.00	0.00	0.00
8950 · Interest GLTD	0.00	0.00	0.00	0.00	0.00
9014 · Equipment Debt Service	0.00	0.00	0.00	0.00	0.00
9340 · Debt Service	0.00	0.00	0.00	0.00	0.00
Total Expense	212,643.73	95,721.20	212,643.73	95,721.20	1,148,654.18
Net Income	-125,795.17	4,673.23	-125,795.17	4,673.23	56,077.22

9:22 AM

02/10/25

Accrual Basis

Town of Westcliffe
CTF Profit & Loss Budget Performance
January 2025

	<u>Jan 25</u>	<u>Budget</u>	<u>Jan 25</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Income					
7000 · State Lottery Income	1,463.94		1,463.94		
7050 · Interest Income	175.92		175.92		
Total Income	<u>1,639.86</u>		<u>1,639.86</u>		
Gross Profit	1,639.86		1,639.86		
Expense	0.00		0.00		
Net Income	<u><u>1,639.86</u></u>		<u><u>1,639.86</u></u>		

9:18 AM

02/10/25

Accrual Basis

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

	<u>Jan 25</u>	<u>Budget</u>	<u>Jan 25</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Income					
CRF7160 - Interest Income	3,035.93		3,035.93		
CRF7270 - Lease Proceeds Verizon Tower	1,100.00		1,100.00		
CRF7280 - Capital Lease Proceeds	1,861.48		1,861.48		
CRF7285 - 1% Sales Tax from General Fund	31,404.37		31,404.37		
CRF7810 - Transfers From General Fund	100,000.00		100,000.00		
Total Income	<u>137,401.78</u>		<u>137,401.78</u>		
Expense					
CRF9014 - Equipment Debt Service	19,409.24		19,409.24		
Total Expense	<u>19,409.24</u>		<u>19,409.24</u>		
Net Income	<u><u>117,992.54</u></u>		<u><u>117,992.54</u></u>		

2024 SALES TAX & PRIOR YEARS COMPARISONS

	2020	2021	2022	2022	2022	2023	2023	2023	2024	2024	2024	% +/-
		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	2% of total (General Fund)	1% of total (Capital Fund)	3% Total Sales Tax	
JAN	34,234.63	69,693.17	52,130.67	26,065.34	78 196.01	56,099.57	28,049.78	84,149.35	60,846.07	30,423.03	91,269.10	8.46%
		150.80				9.67	4.83	14.50	48.33	24.17	72.50	
FEB	32,835.27	62,025.70	47,263.31	23,631.66	70 894.97	54,313.68	27,156.84	81,470.52	49,944.13	24,972.07	74,916.20	-8.05%
		232.01				29.00	14.50	43.50				
MAR	51,033.37	88,768.43	62,836.37	31,418.18	94 254.55	66,060.05	33,030.03	99,090.08	63,051.66	31,525.83	94,577.49	-4.55%
		15.95										
APR	46,184.28	77,315.01	63,620.32	31,810.16	95 430.48	58,872.59	29,436.30	88,308.89	61,648.47	30,824.23	92,472.70	4.72%
						106.34	53.17	159.51				
MAY	51,540.56	101,149.31	65,844.72	32,921.39	98 764.18	74,702.82	37,351.37	112,054.19	72,534.53	36,267.27	108,801.80	-2.90%
									1.93	0.97	2.90	
JUNE	69,361.40	121,572.25	87,594.31	43,797.16	131 391.47	90,134.77	45,067.39	135,202.16	86,941.95	43,470.97	130,412.92	-3.54%
						145.00	72.50	217.50				
		2% of total (General Fund)										% +/-
JULY	65,272.29	117,054.99	88,247.65	44,123.83	132 371.48	87,355.27	43,677.64	131,032.91	88,634.03	44,317.02	132,951.05	1.46%
		130.50										
AUG.	59,524.79	88,928.52	85,806.99	42,903.49	128 710.48	82,683.95	41,341.97	124,025.92	79,209.38	39,604.69	118,814.07	-4.20%
						174.00	87.00	261.00	253.38	126.69	380.07	
SEPT.	79,591.87	118,962.80	99,847.81	49,923.90	149 771.71	88,920.30	44,460.15	133,380.45	86,829.15	43,414.58	130,243.73	-2.35%
						87.00	43.50	130.50	24.17	12.08	36.25	
OCT.	58,001.14	99,222.56	70,957.73	35,478.87	106 436.60	71,952.51	35,976.25	107,928.76	80,627.43	40,313.72	120,941.15	12.06%
	74.43					7.73	3.87	11.60	50.27	25.13	75.40	
NOV.	52,631.93	92,901.48	69,942.02	34,971.01	104 913.03	70,647.95	35,323.98	105,971.93	62,790.38	31,395.19	94,185.57	-11.12%
	44.47	7.25										
DEC.	66,270.58	101,609.63	71,268.61	35,634.30	106 801.41	49,448.45	24,724.23	74,172.68	73,061.90	36,530.95	109,592.85	47.75%
TOTAL	547,579.60	845,999.44	865,360.51	432,679.29	1,237 258.96	851,750.66	425,875.29	1,097,481.34	866,497.17	433,248.58	1,299,745.75	18.43%

**TOWN OF WESTCLIFFE, COLORADO
ORDINANCE # 2-2025**

**AN ORDINANCE OF THE TOWN OF WESTCLIFFE ENACTING AN ADDITIONAL CHAPTER 9 –
FIREARMS IN PUBLIC BUILDINGS, OF TITLE 5 OF THE WESTCLIFFE MUNICIPAL CODE**

WHEREAS, the Town of Westcliffe (“Town”), Colorado is a statutory town incorporated under the laws of the state of Colorado; and

WHEREAS, pursuant to Colorado Revised Statutes (C.R.S.) § 31-15-103, the Town acting by and through its Town Board of Trustees (BOT) has the power to make and publish ordinances not inconsistent with the laws of the State of Colorado and proper to provide for public health, safety, and welfare, and pursuant to C.R.S. §18-9-117(a), the BOT has the duty and authority to establish regulations to administer, protect, and maintain local government buildings and property; and

WHEREAS, on May 7, 2024, the Colorado General Assembly passed Senate Bill 24-131, which prohibits the carrying of firearms in sensitive places as recognized by the United States Supreme Court in the case of New York State Rifle and Pistol v. Brown, 597 U.S. 1 (2022), and promulgated in C.R.S. §18-12-105.3, which prohibits the carrying of firearms in government buildings; and

WHEREAS, C.R.S. §18-12-105.3(4)(b) permits the Town to adopt this Ordinance not inconsistent with state law permitting the lawful carrying of firearms in local government buildings. C.R.S. §18-12-105.3(4) states:

(b) A LOCAL GOVERNMENT MAY ENACT AN ORDINANCE, REGULATION, OR OTHER LAW THAT PERMITS A PERSON TO CARRY A FIREARM AT PLACE DESCRIBED IN SUBSECTION (1)(b) OF THIS SECTION.

WHEREAS, pursuant to C.R.S. §18-12-105.3(4)(b), the BOT shall permit a person who holds a valid permit to carry a concealed handgun in a government building as defined in C.R.S. §18-12-105.3(1)(b) within the municipal jurisdiction of the Town of Westcliffe, unless otherwise prohibited by law or lawful order of a law enforcement officer; and

WHEREAS, the authority of this Ordinance extends to all parts of the incorporated town of Westcliffe, Colorado, but does not extend to any unincorporated area within Custer County.

WHEREAS, the BOT finds that the passage of this Ordinance promotes the health, safety, and welfare of and is in the best interests of the Town of Westcliffe.

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

1. Addition of Title 5, Chapter 9 – Dangerous Weapons in Public Buildings and Spaces, of the Municipal Code. Title 5, Chapter 9, of the Municipal Code is added as follows:

Chapter 9 – Firearms in Public Buildings and Spaces

5-9-1. – Firearms, Exceptions.

- A. The Town of Westcliffe hereby opts out of the enforcement of C.R.S. §18-12-105.3, et seq. to the fullest extent allowed pursuant to C.R.S. §18-12-105.3(4)(b).
 - B. The Town Code shall not be construed to forbid any individual holding a valid concealed carry permit issued pursuant to C.R.S. § 18-12-201, et seq. to carry a concealed handgun within the Town of Westcliffe or any area described in C.R.S. §18-12-105.3(1)(b).
 - C. **Municipal Court Prohibition.** Carrying a firearm, whether loaded or not loaded, in a building or portion of a building, including adjacent parking areas, used for municipal court proceedings (1) while municipal court is in session, or (2) while law enforcement personnel, defense counsel personnel, or municipal court personnel are engaged in any activities in connection with a municipal court proceeding remains prohibited by state statute, except nothing in the Town Code shall be construed to forbid United States Marshals, Sheriffs and his/her Deputies, constables and their deputies and any regular, special or ex officio police peace officers or law enforcement officers from carrying or wearing, while on duty, such weapons as shall be necessary in the proper discharge of their duties.
2. **Incorporation.** The recitals set forth above are incorporated and ordained as if set forth in this section in full.
 3. **Addition of Title 5, Chapter 9, of the Municipal Code.** Title 5, Chapter 9, of the Code is hereby added in the form described above.
 4. **Publication.** Upon approval this Ordinance shall be published on the Town’s official Website in full for not less than 30 days.
 5. **Authentication and Filing.** Upon passage this Ordinance shall be authenticated by the Mayor and Town Clerk and maintained by the Town Clerk in such form as is sufficient to assure reasonable access by the public. Failure to authenticate any ordinance shall not invalidate it or suspend its operation.
 6. **Severability.** If any portion of this Ordinance or the application thereof to any person or circumstances shall be found to be invalid by a court, such invalidity shall not affect the remaining portions or applications of the ordinance which can be given effect without the

invalid portion or application, provided such remaining portions or applications are not determined by the court to be inoperable.

- 7. Effective Date.** This Ordinance shall become effective and be in full force and effect thirty (30) days after final publication.

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 18th DAY OF FEBRUARY, 2025.

TOWN OF WESTCLIFFE

By: _____
Paul Wenke, Mayor

ATTEST:

Erin Christie, Town Clerk

**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 Westcliffe Planning Commission

Here are things you need to know:

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

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

Name of person making presentation: Jeremiah Coleman

Organization, if speaking on behalf of a group: Wet Mountain Fire Protection District

Is this a request for Board action? Yes No

Please provide a summary of your comments:

I would like to present some of our past years call stats to the board and give some
info on things that are planned for this year within our department

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

N/A

Contact information:

Name: Jeremiah Coleman
Mailing Address: 215 N 4th St, Westcliffe Co 81252

email: wmfpdchief@gmail.com
Daytime Phone: 719-783-9245

Christy Patterson

Rec'd
1/14/25
cc

Mayor Wenke
Trustees Dembosky, Fulton, Jagow, Nordyke, and Wilhelm
1000 Main Street
Westcliffe, CO 81252

January 13, 2025

Messrs. Mayor and BOT:

Please accept this letter as my interest in filling the BOT seat by outgoing BOT member George Mowry.

I have been a resident of the town of Westcliffe for 23 years, however, I have lived in Custer County since I graduated college in 1994. I did attend grade school in Custer County but moved away in middle school and graduated high school in NC.

I owned Veltrie Disposal Services with a partner from 1999 until it sold in 2013. Shortly after starting that business and moving into the Town of Westcliffe, I felt very strongly that if I was going to live in Westcliffe and own a business that was located in Westcliffe, then I owed it to myself and my community to be involved with the community.

I was first elected to the Westcliffe Town Board in 2002. Over the years, I maintained my involvement in multiple local organizations and non profits. I was a founding member of High Country Recycling. Veltrie Disposal Services received one of the first Rural Recycling Economic Opportunity grants in the state. It was only successful due to the strong private, public and government partnership. I worked hard to try to address the animosity between Westcliffe and Silver Cliff and was a founding member of 'Cliffs Action Revitalization Team (CART). We had a goal for the towns of Westcliffe and Silver Cliff to work together since there is not much more than a line in the road dividing us. If one of us succeeds, then we both succeed. I have a strong history of willingness to work with everyone and listening to all sides of a situation. I want to see a healthy community and businesses that are here in September to still be here after the long winter and to be thriving.

As elected officials, the BOT needs to make sure that all citizens are represented, and all opinions are taken into consideration. I think that a diverse board ensures that everyone's voice is heard. I would like an opportunity to sit as a BOT again and look forward to discussing ideas and goals at board meetings and coming to consensus.

I believe in what government can and should be and think that larger city governments could learn a few things by looking to their rural counterparts. I want Westcliffe to be an example of how a government should work.

Thank you,



Christy Patterson



719.371.4928



clpatterson@gmail.com



408 S. 3rd St #792 Westcliffe, CO

Christina Patterson

ph: 719-371-4928

email: clpatterson4928@gmail.com

PO Box 792 Westcliffe, CO 81252

COLLEGE

Graduated from the University of Northern Colorado – B.S. in Business Administration

EXECUTIVE PROFILE

Skilled at managing costs, creating partnerships and relationships with customers, vendors and local governments. Solid experience managing people and budgeting.

PROFESSIONAL EXPERIENCE

2019-Present Owner	Hermit Enterprises Offers administration, bookkeeping, certified payroll, and property management services. Currently managing a 4 unit apartment complex. Responsible for budgeting, accounts receivable, and general bookkeeping. Previous experience managing a USDA-RD funded 14 unit complex and two LIHTC properties totaling 20 units. Maintained tenant files and units per federal and state requirements, reviewed and qualified applicants and addressed tenant complaints.	Westcliffe, Colorado
2019-Present Bookkeeper	Sangre Solutions Part time job with duties that include: Bookkeeping for various businesses using Quickbooks accounting software, accounts payable, accounts receivable and reconciliation for approximately 15 businesses.	Westcliffe, Colorado
2013-2018 COO	Oak Disposal Services Duties included: Accounting and book keeping, payroll, budgeting, monthly financial and management updates to owner, projected revenues and expenses on a quarterly and yearly basis, managed and supervised employees, scheduled employees and routes, managed over 1,000 customer accounts, including billing, accounts receivable, accounts payable and customer relations.	Westcliffe, Colorado
2009-2018 Mayor	Town of Westcliffe Duties included: Annual town budget, approving and assisting in writing and submitting grants, running monthly meetings, as well as, special meetings and executive sessions, understanding of the Colorado Revised Statutes and how they pertained to the town, having the ability to communicate and work with other county and town governments, extensive listening skills and diplomacy in dealing with citizens and businesses.	Westcliffe, Colorado
1999 to 2013 Co-Owner	Veltrie Disposal Services Duties included: Accounting and bookkeeping, payroll, employee supervision and scheduling, managing over 700 customer accounts, including billing, accounts receivable, accounts payable, and customer relations.	Westcliffe, Colorado

VOLUNTEER/ELECTED POSITIONS

Town of Westcliffe Panning Commission Chair – Appointed	2022-current
Town of Westcliffe Mayor - Elected	2009 - 2018
Pet Project – Volunteer	2010 - 2018
Upper Arkansas Council of Governments Board of Trustees – Appointed	2009 - 2018
‘Cliffs Commercial District – Founder and Board Member	2010 - 2016
High Country Recycling – President - Appointed	2009 – 2012
Custer County Tourism Board Member - Appointed	2008 – 2012
Custer County Merchants and Chamber of Commerce – President - Elected	2008 - 2010
High Country Recycling Board Member - Volunteer	2007 - 2009
Custer County Planning and Zoning Board Alternate - Appointed	2007 – 2008
Town of Westcliffe Board of Trustees - Elected	2002 – 2009

Christy Patterson

The Burning Question

It is apparent from my resume that I stopped volunteering and stopped working in 2018 until 2019 and later. Some of you have asked me how my health is doing and have asked me if my health can handle being involved on the BOT again. For the sake of transparency, and for the fact that the American's With Disabilities Act protects me from being asked questions about my health in a job interview situation, I'd like to voluntarily address your concerns.

I was diagnosed with Multiple Sclerosis on October 3, 2006. For the next 11 years, the MS Terrorists and I cohabitated my body fairly well. That began to change in 2017, leading me to the decision by 2018 that I needed to strongly reduce stress and it was looking like I was not going to be able to continue working. Kenny and I came to the decision that I needed to stay home and that there was plenty of things to keep me busy at the house.

It turns out that I am about as far as you can get from someone that wants to stay home. I started working part time in April 2019 and continue to work smaller projects and have smaller customers that do not need a full time administrator or bookkeeper.

Unfortunately, through all of this, the MS continued to progress to the point that I could not walk to the neighbor's house without assistance and without my walking sticks. I began to research alternative options for my health care and found that HSCT (Hematopoietic Stem Cell Transplant) has an 85% chance of halting the disease where it is. I spent 28 days at an amazing facility, Clinica Ruiz, in Puebla, MX in June, 2022. My stem cells were harvested, cleaned and ultimately put back in my body with the hope that as the stem cells rebuild my immune system, the new immune system won't remember the disease. Since that time, I have had no new disease activity, no progression and I take no medication for MS. Prior to the transplant, I was receiving an infusion every 6 months and took medicine to help me stay awake, among others. I built a website and blogged about my experience at www.averagejaneandms.com. I have had extensive regression on some symptoms that I had and I continue to do physical therapy twice each month to regain full function in my legs.

Please know that I thought on it extensively before making the decision to put a letter of interest in for the PC and I have been thinking about wanting to get back on the town board for quite a while. My health is good and I do not feel that it will hinder me.



719.371.4928



clpatterson@gmail.com



408 S. 3rd St #792 Westcliffe, CO

EMPLOYMENT AGREEMENT
Westcliffe Town Attorney

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

WITNESSETH

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

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

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

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

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

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

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

1. Job Responsibilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Miscellaneous.

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

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

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

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

TOWN OF WESTCLIFFE

By:

Mayor

Attest:

Town Clerk

EMPLOYEE

By:

Clayton M. Buchner

EXHIBIT A

Summary

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

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

Consideration
of a request
re-activate
the WPAC

**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 **Westcliffe Planning Commission**

Here are things you need to know:

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

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

Name of person making presentation: Mark Dembosky

Organization, if speaking on behalf of a group: Westcliffe Park Advisory Committee

Is this a request for Board action? Yes No (WPAC)

Please provide a summary of your comments:

The WPAC was chartered by the WC BOT.
After producing a new Park Plan for Hermit &
Memorial Park last year, it was temporarily
shut down until a new need for action.

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

Seef (I am a member of BOT). The WPAC needs
to be reactivated to study next summer activities
at Jess Price Park.

Contact information:

Name: Mark A Dembosky
Mailing Address: 301 S 2nd St
Westcliffe CO 81252

email: madembosky@yahoo-co.ck
Daytime Phone: 719-783-2697

ORGANIZATION RESOLUTION AND AGREEMENT FOR CREDIT CARD PROGRAM

Erin Christie, who is the undersigned Recordkeeper for Town of Lovestcliffe, (the "Organization"), a Municipality (type of entity) organized under the laws of Colorado (state), does hereby certify:

- 1. That he/she is the Secretary or Assistant Secretary, or an officer, partner, owner, principal, manager, member or other person having lawful custody of the official records of the above Organization (the "Recordkeeper") and is authorized to provide this document to UMB Bank, n.a. ("Bank").
2. That at a meeting of the governing body of the Organization duly held on 2/18/25 (date) and at which a quorum was present and acting throughout, or pursuant to the unanimous written consent of its members, the following Resolution and Agreement was duly adopted and approved and is currently in full force and effect, and has not been amended or rescinded:

RESOLVED, that a credit card authority for this Organization be established by the Designated Officer named in the section immediately below with UMB Bank, n.a., and that separate accounts and credit cards ("Cards") under said authority be opened and issued by Bank in the name of this Organization for use by employees and agents of this Organization who are identified from time to time by the Designated Officer, or by any successor to the Designated Officer identified from time to time by the Recordkeeper (or by the successor to the Recordkeeper), and that the Organization authorizes the use of the Cards in accordance with the Cardholder Agreement that is sent by Bank with the Cards; and

RESOLVED FURTHER, that _____ is the Designated Officer referred to in the above section of this Resolution, and that the Designated Officer or any successor to the Designate Officer designated in writing by the Recordkeeper (or by a successor Recordkeeper) may from time to time: request that Cards be issued in the name of this Organization; request that the credit limits and purchase controls be changed on existing Cards issued in the name of this Organization; designate additional persons authorized to use Cards issued by Bank in the name of this Organization; request termination of use of existing Cards; and communicate other pertinent information to Bank; and

RESOLVED FURTHER, that the forgoing resolution shall remain in full force and effect until written notice of an amendment or rescission thereof is delivered to and received for by Bank; and

RESOLVED FURTHER, that the Recordkeeper be and he/she is hereby authorized and directed to certify to Bank this resolution and that the Recordkeeper signing this Resolution and Agreement or any person designated in writing by the Recordkeeper, is authorized to certify to the Bank the names and signatures of persons authorized to act on behalf of the Organization under the foregoing Resolution and Agreement, and from time to time hereafter, as additions to or changes in the identity of said Recordkeeper are made, such Recordkeeper or designee shall immediately report, furnish and certify such changes to the Bank, and shall submit to Bank a new incumbency certificate or other document reflecting such changes in order to make such changes effective; and

RESOLVED FURTHER, that the foregoing resolution was adopted in accordance with the governing documents of the Organization, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, the undersigned Recordkeeper has subscribed his or her name and, if appropriate or required, applied the seal of the Organization to this Resolution and Agreement as of this ___ day of _____, ____.

RECORDKEEPER

Signature by Secretary, Assistant Secretary, or other Person certifying to this Resolution and Agreement

ADDITIONAL OFFICER

Signature by Second Person, certifying to incumbency of Recordkeeper

Signature
Name:
Title:

Signature
Name:
Title:

Affix Seal, if required by Organization's governing documents.

Additional Signatures of Members, Partners or Other Required Persons

The undersigned persons, being Members, General Partners, or other persons required under the governing documents of the foregoing Organization Resolution and Agreement for Credit Card Program, hereby consent to the adoption thereof.

Signature
Name:
Title:

Signature
Name:
Title:

Signature
Name:
Title:

Signature
Name:
Title:

Signature
Name:
Title:

Signature
Name:
Title:

Signature
Name:
Title:

Signature
Name:
Title:

Guidelines for Completion for Customers that are U.S. legal entities:

- **Corporation:** The Recordkeeper signing above should be the corporate secretary or assistant secretary. The second person may be the Chairman, President, CEO, a Board member, the Treasurer or the CFO.
- **Partnership, Limited Liability Partnership, Limited Liability Company, or Sole Proprietor:** All general partners, all members, or the sole proprietor must sign this form, unless Organization's governing documents specify that a manager, managing general partner or other person may act. In any event, a second general partner or member must sign in the second place. Sole proprietors do not require a second signature.
- **Governmental Entity:** The Treasurer must sign in the first place, unless the Organization's charter specifies otherwise. The entity's Chairperson, Vice Chairperson, or Counsel must sign in the second place.