

Town of Marble
Regular Meeting of the Board of Trustees
December 12th, 2019
6:00 P.M.
Marble Community Church, 121 W. State St. Marble, Colorado
Agenda

6:00 P.M.

- A. Call to order & roll call of the Regular Meeting of the Board of Trustees
- B. Approve previous minutes
- C. Mayor's comments
- D. Carbondale & Rural Fire Protection District presentation of Marble Fire Station expansion, Chief Goodwin
- E. Public Hearing of proposed 2020 budget, Ryan
 - a. Discussion 2020 proposed budget
 - b. Consider approval of Ordinance # 4-2019 adopting the 2020 budget, Ron
 - c. Consider approval of Ordinance # 5-2019 setting the 2020 mill levy, Ron
- F. Administrator Report
 - a. Current bills payable December 12th, 2019, Ron
 - b. Other
- G. Old Business
 - a. Broadband report, Bart Weller
 - b. Other
- H. New Business
 - a. Other
- I. Adjourn

Minutes of the Town of Marble
Regular Meeting of the Board of Trustees
November 7th, 2019

A. Call to order & roll call of the Regular Meeting of the Board of Trustees – Mayor Ryan Vinciguerra called the meeting to order at 5:38 p.m. Present: Ryan Vinciguerra, Charlie Manus Emma Bielski, and Larry Good (6:30 p.m.) Absent: Tim Hunter. Also present: Ron Leach, Town Administrator and Terry Langley, minutes.

F. Current Land Use Issues

b. Discussion of the water augmentation grant, Tom Zancanella – this item was moved up on the agenda so that Tom Zancanella could make his presentation and head back down valley. Tom presented a cost synopsis of the second phase of the project. He listed the river district objectives. These include: quantify the current needs in the Crystal River drainage, identify down river locations that would reduce the amount of water needed in storage in Marble, evaluate those locations, update and reevaluate small storage alternatives such as Beaver Lake, evaluate new storage and develop a basin-wide plan. Other needs include public outreach and education with various Crystal River environmental groups, identify methodologies for financing and implementing a plan for augmentation. Cost estimates are \$100,000. Tom recommends Marble's participation. This does not preclude Marble from going its own way, but it does leave the door open for participation with other entities. Ron asked Tom to explain what the Colorado River district is and where the grant is coming from. It is a state agency, funded by the state legislature to develop water augmentation. They also monitor flow. The River district is tax supported by Garfield, Pitkin and Eagle river district taxes. He did not know if Gunnison has the tax. Ryan appreciates the collaboration with others in the valley. He pointed out that Marble is being asked to contribute \$3,514.00 in addition to in-kind contributions. Emma asked how the town would benefit from this study. Tom said the key is augmentation strategies.

B. Discussion of 2020 budget, Ryan – Ryan suggested a few changes in the proposed budget. These include increasing the Slow Groovin' lease agreement because it increases 3% each year. He asked about the tree maintenance program. Ron explained that the town had traditionally bought pheromone packets in bulk and then sold them to town's people. Now individuals can get their own packets at the same price, so it can be dropped to only cover trees on town property and that can be included in park expenses. Ryan suggested increasing the street maintenance to \$20,000 as previously discussed. Emma suggested raising the snow removal budget to \$35,000. Ryan thought the recycling program budget should be increased to \$4,000 and the extra \$2,000 should come from the Earth Day budget. Emma asked if the council wanted to create a line item for historical preservation or if it would come under parks. It was agreed to keep it under parks. Emma asked if there were other grants for other projects that the town would like to apply for and if the grant writing budget should be increased. Ron suggested one to finish the town building. They agreed to increase that to \$2500. Charlie asked about enforcement and the court system. With an office for a deputy included in the firehouse expansion, there will be more of a presence in town. Amber said there was education needed about what the town ordinances are. It was decided to leave the \$1500 as budgeted. Ron asked for a 3.7% cost of living raise budgeted for Charlie and Terry and he will increase the budget accordingly. Ryan asked

about repairs to the bell tower. It is owned by the historical society, but they don't have any funds for the project. Repainting and tightening the bolts could be expensive. Amber said the county is willing to loan their cranes. The jailhouse grant is for \$176,000 and is a 40% matching grant. She would like to see some funds allocated in the 2020 budget, perhaps \$5,000 as a historical preservation line item.

a. Set 2020 Budget public hearing date, Ryan – Ryan proposed moving the regular meeting to Dec. 12 at 6:00 p.m. Ryan Vinciguerra made a motion to set the public hearing on the budget on Dec. 12 at 6 p.m. Emma Bielski seconded and the motion passed unanimously.

C. Mayor's Comments

D. Approve previous minutes – Emma moved to approve the minutes for both Oct 3, 10. Charlie seconded. The motion passed unanimously.

E. Executive session pursuant to CRS 24-6-402(4)(b) to receive legal advice regarding process and review standards for OWTS variance and appeal. – Ryan Vinciguerra made a motion to move into executive session. Larry Good seconded. The motion passed unanimously. The public moved into the sanctuary. Attorney Kendall Burgemeister attended by phone.

F. Current Land Use Issues

a. Lawrence variance application appeal of denial, Chris Lawrence – Ryan explained that this was not a public hearing, but was an appeal of the previous denial and no comments from the public would be entertained at this time. He said that trustee Tim Hunter had sent an email regarding his opinion about the denial because he was not able to attend the meeting. Ryan stated that each board member would be making their own decisions and would not be influenced by Tim Hunter's email. Chris began by asking if the board had any questions concerning her letter requesting an appeal. There were none. She explained the history of the lot and explained that the lot had been granted a IWTS permit for a septic system in 1995. There is a 1,000-gallon tank there, but a leach field was never added to that tank. Paul Rutledge said that it is an existing developed lot so there is no increase in density or precedent set. A leach field can be developed that meets all requirements. This would be a level 3 treatment system that does a superior job of treatment in a smaller area. The lot is bounded by right of way and the town/county line so there is no opportunity to increase it to 8 lots. The structure was built before land use codes and usage would typically be allowed. He feels a holding tank goes against the intention of regulation 43. The intent of the state statute for on-site waste water for non-industrial structures that are plumbed require a legal septic system. Holding tanks are for very limited usage. Ryan asked what the intent was for the property and Chris said it would not be a primary residence nor would it be a rental. She said the house does have a bathroom plumbed but not connected. Larry asked about the tank and Paul explained that it was not connected because the previous owner died. Paul designed a system 10 years ago that was compliant to all the regulations at the time. The tank was as far as it got. He has updated a design. He was asked about composting toilets and he explained that regulation 43 that composting toilets do not count as a legal on-site waste water system for a plumbed structure. He said a gray water system has to be designed to the same standards as a black water system. Cabins with seasonal use and a certain square footage can have a smaller system or a holding tank, however there is an increased possibility for a spill with a tank. Charlie asked about an incinerating toilet. Paul said there was a movement to outlaw these due to energy usage and pollution possibilities. Again, they are not intended for plumbed structures. Paul said, in his opinion, there is no conforming alternative for this property that meets the state requirements. Ryan asked Chris to address the two main reasons for the denial as addressed in her

letter. She said that they are not changing the density because they will not be enlarging the structure that already exists. She feels that this is a reasonable application for a variance because everything fits perfectly on the existing lot. Charlie said that the major concern was precedence because there are so many nonconforming lots out there. Larry said that they had never had an application like this before so they have no experience with this. Paul asked if the requirement for lot size was for vacant land or does it include existing structures. Paul asked if the alternative to a leach field was to protect health and environment. Larry said the purpose of the zoning codes was to protect health and environment and to address density concerns. Ryan proposes that another public hearing be held in January and that, if the board has any questions or requests for the Lawrences, they be addressed before that time. The goal is to make a final decision at that time. Paul said that the only alternative that meets all the intents of the statutes is to have an easement and combine three nonconforming lots to share a system. He asked if a building permit could be issued for a non-conforming lot with a failed or failing system. He asked if a building permit would ever be issued to a non-conforming lot. Ryan said it would require a variance. Paul addressed the difference between vacant land and the land use rules and existing structures with a right to use. Emma asked about long-term plans and agreed that reopening the public hearing was reasonable. Ryan asked for information and factual support in writing. Ryan Vinciguerra made a motion to table the appeal and hold a public hearing on January 16, 2020, at 7:00 p.m. Emma Bielski seconded and the motion passed unanimously.

b. Discussion water augmentation grant, Tom Zancenella – see above.

c. Development questions, Chris Sidelinger – Chris had a plat of the addition where she lives. She said there is a 25-foot setback on the front of a lot in the land use codes. She wants to sell an acre of her property and wants to clarify what is the front of that property and where the setback is. Her second question concerned the original homeowner's development requirements from 1973 when it differs with town codes and which would be recognized. Ryan said he does not feel they would recognize the homeowner's requirements because there is no homeowner's association. Existing town codes would be what they go by. The third question is because it is a non-conforming lot, they would like to combine three of the lots, and then add some of that to the lot they wish to sell so that both would be more conforming. Ryan said she should outline her plan, show it to Ron and Kendall. Charlie explained that he had just gone through this process and it will need to be surveyed, get an attorney, pay the fee and bring it for approval.

G. Administrator Report

a. Current bills payable November 7th, 2019, Ron – Ron reported that the bills are on page 22 of the packet. There are two additional bills: \$150.00 to Redi services for the last two weeks of the porta-potty at Thompson Park and \$500.00 to Corinne Truesdale for work on the Lead King Loop project. Larry Good made a motion to approve payment of the bills. Emma Bielski seconded and the motion passed unanimously.

b. Discussion CRFPD donation 2 pickup trucks, Ron – Ron reported that the fire district is buying new utility trucks and so they have offered to 2006 GMC ¾ ton and an older two door truck. They need an acceptance of the donation. Larry Good made a motion to accept the gift. Ron said he would use one to do his work around town and the other would be used in town as needed by the campground host, the parking plan, etc. Connie Manus said they would need to have on file who the drivers would

be. Ron will check with the insurance company. Charlie Manus seconded. The motion passed unanimously.

H. Old Business

a. Lead King Loop working group report, Ron & Corinne – Ron reported that Corinne had been helping to organize the CWSU land use for them to be the lead agency. They met with Marlene Crosby and Maddie Rehn to develop an agenda for the Nov. 13 meeting and to decide on the way forward. Corinne reported that they have identified concrete roles and duties moving forward to make sure the project remains collaborative. Larry asked about the grading and excavation up Daniel's hill and up to Crystal, reporting that there are people who are upset about that. He said that apparently Marlene directed it. Ron will find out about it.

b. Park committee Report, Amber – Amber presented a written proposal concerning forming a park committee. She explained the rationale behind forming a committee, the make-up and the goals of the committee. She reported that Richard Wells, Alex Menard, Andrew Mile, Mike Yellico, and Amber, were suggested. Other names will be solicited.

c. Discussion of proposed recycle program, Ryan – Emma updated the information concerning the program. There is also a volunteer sign-up sheet. They are asking for a three-month commitment for volunteers. Discussion on when to start followed. Emma Bielski moved that the recycle program be approved and the bins be ordered and recycling open Nov 16. Larry Good seconded and the motion passed unanimously.

d. Other

I. New Business

a. Discussion of engineering team for preservation efforts mill site, Emma asked that anyone who knows an engineering team who would volunteer their services for this effort, please let her know.

b. Other.

i. Ryan spoke to transfer of ownership septic inspections and that requirement that OWTS systems be inspected every 3 years. He suggests that the town contract with All Valley Resources and that the town sponsor a month for people to have inspections. This would be free to citizens and paid by the town. He feels that AVR might slash the cost.

ii. Food Boxes – Terry announced that the Gunnison County Food Bank has donated food boxes for anyone who needs them. There are two sizes – one for singles and one for families – and are distributed through the church. Anyone who would like to request a box should contact Jon Stovall.

iii. Community Thanksgiving Dinner – Terry reminded everyone that the dinner will be November 16, 5:30 p.m. at the fire station.

J. Adjourn Larry Good made a motion to adjourn. Emma Bielski seconded. The motion passed unanimously and the meeting adjourned at 9:15 p.m.

FIREHOUSE LEASE

THIS FIREHOUSE LEASE (“Lease”) is entered into this ___ day of _____, 20___, by and between the Town of Marble, Colorado, a statutory town (“Town”), and the Carbondale and Rural Fire Protection District, a Colorado special district (“Tenant”).

1. Premises. Town hereby leases to Tenant and Tenant hereby leases from Town, upon the terms and conditions as hereinafter set forth, the following real property (the “Premises”):

XYZ

Town of Marble, Gunnison County, Colorado,

The Premises is illustrated on Exhibit 1 (Survey Map).

2. Term of Lease. The original term of this Lease shall start on January 1, 2020, and shall run for a period of ninety-nine years until December 31, 2118 (the “Lease Term”), unless sooner terminated or extended as hereinafter provided.

3. Application Fee. Upon execution of this Lease, Tenant shall pay Town a non-refundable application fee in the amount of \$_____, at the address provided below, or at such other place designated by Town.

4. Rent. There is no monetary base rent. The Lease is given by Town in consideration for the other benefits provided to Town set forth herein.

5. Effect on Prior Agreements. The 1984 Intergovernmental Firehouse Agreement between the Parties is superseded and replaced by this Lease. The 1984 Intergovernmental Fire Protection Agreement remains in full force and effect.

6. Development of Premises.

a. Tenant shall construct a fire station and related appurtenances (“Improvements”) on the Premises, in substantial conformance with plans (“Plans”) submitted to and approved by the Board of Trustees of the Town of Marble (the “Board”), and incorporated herein by reference.

b. Once construction commences it shall be completed with reasonable diligence.

c. Construction shall be completed by a general contractor approved by the Board, pursuant to a contract approved by the Board, provided such approvals shall not be unreasonably withheld. The contract shall give Town the right but not the obligation to assume Tenant’s obligations and rights under that contract if Tenant should default.

d. Prior to commencement of construction, Tenant shall obtain from the contractor a bond or other acceptable surety as required by C.R.S. § 38-26-106. The form and amount of surety shall be subject to approval by the Town, provided such approval shall not be unreasonably withheld.

e. The Improvements shall be constructed in good and workmanlike manner and in accordance with all applicable requirements of federal, state, and local laws and codes. All necessary permits shall be obtained by Tenant. The plans and specifications shall be prepared by a duly qualified architect or engineer licensed in the State of Colorado.

f. Upon expiration or earlier termination of the Lease, title to the Improvements shall vest in Town.

7. Use of Premises by Tenant.

a. Tenant shall have the right to use and occupy the Premises for the construction, use, and operation of a fire station and all bona fide uses incidental thereto.

b. Tenant shall not store, use, or dispose of hazardous, toxic or radioactive matter (collectively "Hazardous Material") on the Premises without Town's prior written consent. As to any Hazardous Material allowed, Tenant, at its sole cost, shall comply with all laws relating to Tenant's storage, use and disposal of such Hazardous Material. Tenant shall be solely responsible for and shall defend, indemnify and hold Town harmless from and against any liabilities, penalties, damages, costs or expenses (including reasonable attorney's fees and court costs), cause of action, claims and/or judgments arising out of or in connection with any storage, use or disposal of Hazardous Materials in, on or about the Premises or the Property by Tenant, its agents, employees, contractors or invitees. Tenant's obligations hereunder shall survive the termination of this Lease.

c. Tenant covenants through the term of this Lease, at Tenant's sole cost and expense, to promptly comply with all laws and ordinances and the orders, rules, regulations, and requirements of all federal, state, and local governments.

8. Use of Premises by Town.

a. The Town shall have the right to use the multi-purpose room to be located within the fire station for official Town functions such as regular and special meetings of the Board, and elections. The Town shall be responsible for opening the facility prior to the function and securing the facility after the function. Subsequent to any function, the Town shall leave the facility in the same condition as it was prior to the function.

b. Notwithstanding the foregoing, the Tenant shall have the first right to use the multi-purpose room during bona fide emergency circumstances.

c. This paragraph shall not be construed to give members of the public at large any right to use the Premises separate from official Town functions. Nor shall it be construed to prohibit the Tenant from allowing members of the public to use the multi-purpose room on such terms as the Tenant deems proper, provided that any such uses shall not interfere with the rights granted to the Town by this paragraph.

d. In the event that a communications tower is located on the Premises, the Town shall have the right to locate communications (e.g. broadband / telecommunications) infrastructure on such tower, provided that the same does not unreasonably interfere with the Tenant's use of the Premises and the tower.

9. Insurance. During the term of this Lease, Tenant, at its sole cost and expense and for the mutual benefit of Town and Tenant, shall carry and maintain insurance, as follows:

a. Property insurance in an amount no less than the replacement cost of the Improvements.

b. Generally liability insurance in an amount no less than one-million dollars per person / two-million dollars per occurrence.

- c. Town shall be named and protected under the terms and conditions of said policy(ies) as an additional insured.
- d. Tenant shall be responsible for insuring any and all personal property that may be owned by Tenant.
- e. Any insurance that may be purchased pursuant to this Paragraph or any proceeds that may be payable as a result of a loss under any such insurance shall in no way reduce, alter, or modify any provisions of this Lease and specifically the indemnity provisions hereof.
- f. Tenant's insurance shall be primary to any other insurance, including any insurance obtained by Town.
- g. Tenant shall provide Town with proof of insurance, and shall cause to be delivered to Town certified copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with the insureds and loss payable clauses as required by this Lease. No such policy shall be cancelable or subject to modification, except after thirty days' prior written notice to Town. Tenant shall, at least thirty days prior to the expiration of such policies, furnish Town with evidence of renewals or "insurance binders" evidencing renewal thereof, or Town may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant to Town upon demand. If the Tenant shall fail to procure and maintain the insurance required under this Lease, Town may, but shall not be required to, procure and maintain the same, but at Tenant's expense.
- h. Without affecting any other rights or remedies, Town and Tenant waive all rights against each other and any of their respective officers, members, managers, agents, and employees, for damages to the extent covered by insurance obtained pursuant to this Section or other insurance applicable to the Premises, except such rights as they have to proceeds of such insurance, and agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. Waivers of subrogation shall be effective whether or not the person had an insurable interest in the property damaged or paid the insurance premium, and even if that person would otherwise have a duty of indemnification.

10. Responsibility for Maintenance. Town shall have no obligation of any kind to make any expenditures of any nature upon the Premises. Tenant shall at all times during the term of the Lease and at its own expense, clean, keep and maintain in good, safe and sanitary order, condition and repair every part of the Premises, ordinary wear and tear excepted.

11. Responsibility for Utilities. Tenant shall be responsible for and shall pay promptly all charges for water, gas, electricity, sewer, telephone, refuse pickup, janitorial service and all other utilities, materials and services furnished directly to or used by Tenant in, on or about the Premises during the Term.

12. Condition of Premises; Covenants of Town.

- a. Tenant has inspected the Premises, and accepts the same "as is" in its present condition with no warranties or representations of any kind whatsoever.

b. Town is the sole owner of the Premises and has full right and power to lease the same for the term aforesaid, provided that the Premises is used in accordance with the restrictions set forth in the Correction Deed from the United States Small Business Administration to the Town of Marble recorded April 29, 2002, at Reception No. 520018, providing that the Premises “shall be used solely for the operation of a public park in a manner which is consistent with the inclusion of said property in the National Register of Historic Places. The Town of Marble shall not rent, lease or otherwise permit the property to be used for any commercial purpose...However nothing herein shall prevent the Town from using the property for the purpose of public safety (such as fire and police station and other similar governmental purposes).”

c. EXCEPT AS EXPRESSLY PROVIDED IN THIS LEASE, TOWN HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PREMISES, AND TOWN SPECIFICALLY DISCLAIMS ANY OTHER IMPLIED WARRANTIES OR WARRANTIES ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13. Indemnity. Tenant agrees to exonerate, hold harmless, protect, and indemnify Town, or any subsequent owner of the Premises, from and against any and all losses, damages, claims, suits, or actions, judgments, and costs which may arise based on events occurring during the term hereof and in any manner resulting from or rising out of the occupation or use of the Premises by Tenant or its agents, employees, invitees, licensees, or guests, for personal injury, loss of life, or damaged property sustained in or about the Premises; and from and against all costs, attorney fees, expenses, and liabilities incurred in any such claims, the investigation thereof, or the defense of any action or proceeding brought thereon; and from and against any judgments, orders, decrees, or liens resulting therefrom and any fines levied by any authority for violation of any law, regulation, or ordinance by virtue of the use of the Premises.

14. No Waiver of Immunity. Each Party does not intend, by any provision of this Lease, to waive or limit any rights or defenses against liability available to it pursuant to law, including but not limited to the rights and defenses available pursuant to the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. and Article 11, Section 1 of the Colorado Constitution.

15. Alterations to Premises.

a. Tenant shall have no right to make material changes or alterations to the Premises without Town’s prior consent.

b. Prior to commencing any work on the Premises that requires Town’s approval, Tenant will supply Town with a copy of the plans, specifications, and drawings for that work.

c. Tenant shall keep the Premises free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished, or obligations incurred by or at the instance of Tenant, and indemnify and save Town and the Premises harmless of all such liens or claims of lien and all attorney fees and other costs and expenses incurred by reason thereof. Should Tenant fail to discharge fully any such lien or claim of lien or provide an acceptable indemnity bond in the event of contest, Town, at Town's option

and subject to Town's right of reimbursement, may pay the same or any part thereof, and Town shall be the sole judge of the validity of such lien or claim.

16. Default.

a. Default by Tenant. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- i. Tenant's insolvency or transfer in fraud of creditors.
- ii. Tenant's filing of a petition under the Bankruptcy Acts.
- iii. The appointment of a receiver or trustee for Tenant's interest in the Premises or for all or substantially all of the assets of the Tenant.
- iv. Tenant's abandonment or vacation of the Premises.
- v. The filing or creation of a lien on the Premises as a result of Tenant's action or inaction which tenant may cure by fully discharging such any such lien or claim of lien or by providing an indemnity bond acceptable to Town in the event of contest.
- vi. Tenant's failure to comply with any material term, provision or covenant of this Lease.
- vii. Tenant's failure to provide service in accordance with the 1984 Intergovernmental Fire Protection Agreement

If Tenant is in default of any provision of this Lease, or materially fails to comply with any duties imposed on Tenant by statute, Town may pursue the recourse set forth below if the default persists 5 days after delivery of written notice by Town specifying the non-compliance and indicating the intention of Town to terminate this Lease by reason thereof, provided however, that upon any subsequent breach of the same provision, Town shall have the right to pursue any of the below remedies immediately.

b. Recourse of Town. In the event of an occurrence of default as set forth above, Town may pursue any and all rights and remedies available to Town at law or in equity, including but not limited to:

- i. Terminate. Terminate this Lease and end the term hereof by giving to Tenant written notice of such termination.
- ii. Money Damages. Without resuming possession of the Premises or terminating this Lease, to sue monthly for and recover all rents, other required payments due under this Lease, and other sums including damages and legal fees at any time and from time to time accruing hereunder.
- iii. All rights and remedies described herein are cumulative and the exercise of any one remedy shall not be taken to exclude or waive the right to make use of any other remedy.

c. Default by Town. In the event of any default by Town under this Lease, the Tenant shall have the right to terminate this Lease in the following manner:

- i. The Tenant shall give to Town written notice of such default by certified mail.

ii. Town shall have fifteen days from the date of mailing of such notice to correct said default and if said default remains uncured fifteen days after the date of said notice, the Tenant shall have the right to terminate this Lease; provided, however, that in the event of a default incapable of being cured within fifteen days, Town shall not be deemed in default if Town shall have, within such fifteen day period, in good faith begun action necessary to remedy such default and continues thereafter diligently to prosecute such action to completion.

17. Hold Over. Any rule or law to the contrary notwithstanding, in the event Tenant remains in possession of the Premises or any part thereof subsequent to the expiration of the Lease Term, it shall be conclusively deemed that such possession and occupancy shall be a tenancy from month to month only, and such possession shall be subject to all of the other terms and conditions contained in this Lease.

18. Notices. All notices, demands, and requests required to be given by either party to the other shall be in writing. All notices, demands, and requests shall be sent by (1) email; (2) hand delivery; or (3) certified or registered mail, return receipt requested, postage prepaid; addressed to the parties at the addresses set forth below or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered upon transmittal if by hand delivery or email, or two (2) days subsequent to the date that said notice was deposited with the United States Postal Service.

Town of Marble Attn: Town Clerk 322 W. Park St. Marble, CO 81623 leach@townofmarble.com	Carbondale and Rural Fire Protection District
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19. Assignment; Sublet. Tenant shall not assign or sublet the Premises or any portion thereof without the prior written consent of Town. Any assignment or sublease in violation of this paragraph shall be null and void.

20. Entire Agreement. This Lease contains the entire agreement of the parties regarding the subject matter hereof and all discussions, negotiations and representations are merged herein. This Lease shall not be amended except by written instrument signed by Town and Tenant.

21. Applicable Law. This Lease is entered into in Gunnison County, Colorado, and it is agreed that the exclusive proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease shall be in the District Court of Gunnison County, Colorado.

22. Attorney Fees. In case suit or arbitration shall be brought to enforce any provisions of this Lease, the prevailing party shall be awarded (in addition to other relief granted) all reasonable attorney fees and costs incurred in attempting to enforce its rights under the Lease.

23. Construction. This Lease is the result of substantial negotiations between the parties and their counsel and the provisions hereof shall not be more strictly construed against or in favor of either party.

24. Severability. If this Lease, any provision of this Lease, or any other instruments by way of reference incorporated herein contains any term or provision which is or becomes under present or future laws, illegal, invalid or unenforceable, the remainder of the Lease shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent permitted by law. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

25. Execution. This Lease may be executed in multiple counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. The parties will accept facsimile signatures or electronic signatures as original signatures.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

TOWN: Town of Marble

TENANT: Carbondale and Rural Fire
Protection District

By: Ryan Vinciguerra, Mayor

By:

Attest: _____
Ron Leach, Town Clerk

Budget Message

Town of Marble

Fiscal Year 2020

The attached 2020 budget for the Town of Marble includes these important features:

The Town maintains 3 separate governmental funds:

- General Fund
- Water Fund
- Park Fund

The Town maintains a separate Water Fees Account for the administration of a fee-for-service fund which provides water and fire hydrants and maintenance thereof for fire protection to the Town. In 2020 the Town of Marble will make a \$20,000 payment directly to the Marble Water Company from the Water Fees Account to satisfy the Marble Water Company's annual debt service payment for improvements made to the water system in 2002.

The budgetary basis of accounting is the modified accrual basis. The Town is in compliance with the Tabor mandated 3 percent reserves.

The Town of Marble mill levy remains at 6.505 mills for general operating expenditures for the fiscal year 2020.

The Town's Assessed Valuations for Property increased by approximately 25% in 2019 due to an increase in property valuations.

The services provided/offered to the taxpayers of the Town of Marble include:

- Repair and maintenance of town streets, including snow removal.
- Administer and inspect building & OWTS permits in the town in accordance with IBC codes and the Town's OWTS regulations.
- Maintain and improve town parks.
- Provide water and fire hydrants for fire protection;
- Administer Town business in a timely manner.

In 2017 the Town of Marble leased property from the Colorado Parks & Wildlife Division for use as a campground. The Town has rented the spaces in the newly acquired campground in 2017, 2018 & 2019 resulting in unanticipated revenues and expenditures.

The Town has added \$4,000 in expenses to the 2020 general fund budget for the provision of a recycle trash program for the general public.

The Town has added \$5,000 in expenses to the 2020 Park Fund budget for the provision of Historical Park Preservation Planning.

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of Gunnison County, Colorado.

On behalf of the Town of Marble
(taxing entity)^A
the Board of Trustees
(governing body)^B
of the Town of Marble
(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 3,823,740.00 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ _____ (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57) USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: 12/15/2019 for budget/fiscal year 2020
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY ²	REVENUE ²
1. General Operating Expenses ^H	<u>6.505</u> mills	\$ <u>24,873</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< _____ > mills	\$ < _____ >
SUBTOTAL FOR GENERAL OPERATING:	<input type="text"/> mills	\$ <input type="text"/>
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
_____	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	<input type="text" value="6.505"/> mills	\$ <input type="text" value="24,873"/>

Contact person: (print) Ron Leach Daytime phone: (970) 963-1938
Signed: _____ Title: Town Administrator

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's FINAL certification of valuation).

15

Town of Marble
Ordinance Number 4
Series of 2019

AN ORDINANCE ADOPTING THE BUDGET AND MAKING APPROPRIATIONS FOR
THE TOWN OF MARBLE FOR THE 2020 FISCAL YEAR

WHEREAS:

- A. The Town of Marble is a statutory town organized pursuant to Colorado Law; C.R.S. §31-1-101 *et seq.*;
- B. C.R.S. § 29-1-108(2) requires the Board of Trustees of the Town of Marble to “enact an ordinance or resolution adopting the budget and making appropriations for the budget year;”
- C. In accordance with C.R.S. § 29-1-104, the Board of Trustees of the Town of Marble designated the Town Clerk as the person to prepare the budget and submit the same to the Board of Trustees, and the Town Clerk did submit a proposed budget to the Board of Trustees;
- D. In accordance with C.R.S. § 29-1-106, the Board of Trustees caused notice of the proposed budget to be published in the Glenwood Springs Post Independent;
- E. In accordance with C.R.S. § 29-1-108(1), the Board of Trustees held a public hearing to consider the adoption of the proposed budget on December 12, 2019;
- F. The Board of Trustees finds and determines that the hearing on the proposed budget is now complete;
- G. The amounts appropriated do not exceed the expenditures specified in the budget.

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

- 1. The proposed budget presented to the Board of Trustees, as amended at the public hearing held on December 12, 2019, is hereby adopted as the budget for the Town of Marble, Colorado, for the 2020 fiscal year. The adopted budget is attached hereto as Exhibit A.
- 2. In accordance with such budget, the estimated expenditures for each fund for the 2020 fiscal year are as follows:

Fund	Expenditures
General Fund	\$222,309
Park Fund	\$11,500
Water Fee for Service	\$21,000
Total	\$254,809

3. In accordance with such budget, the estimated revenues for each fund for the 2020 fiscal year are as follows:

Fund	Revenue
General Fund	\$204,463
Park Fund	\$1,500
Water Fee for Service	\$20,000
Total	\$225,963

4. The following appropriations are made for the 2019 fiscal year:

Fund	Amount Appropriated
General Fund	\$222,309
Park Fund	\$11,500
Water Fee for Service	\$21,000
Total	\$254,809

5. The Clerk shall file with the Colorado Division of Local Government, before January 31, 2020, a certified copy of the budget, including the budget message, and a copy of Form DLG 70.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED BY TITLE this 12th day of December, 2019, by a vote of ___ in favor and ___ opposed.

TOWN OF MARBLE:

Ryan Vinciguerra, Mayor

ATTEST:

Ron Leach, Clerk

Town of Marble
Ordinance Number 5
Series of 2019

AN ORDINANCE FIXING AND CERTIFYING THE MILL LEVY FOR THE TOWN OF
MARBLE FOR THE 2020 FISCAL YEAR

WHEREAS:

- A. The Town of Marble is a statutory town organized pursuant to Colorado Law; C.R.S. §31-1-101 *et seq.*;
- B. By Ordinance No. 4, Series of 2019, the Board of Trustees of the Town of Marble, Colorado has adopted the Town of Marble Budget for the 2020 fiscal year, and has made appropriations for the 2020 fiscal year;
- C. The Board of Trustees desires to fix and certify a mill levy to be levied upon all taxable property within the Town of Marble, to provide sufficient funds to pay the proposed expenditures for the 2020 fiscal year;
- D. The assessed valuation of taxable property for the year 2019 in the Town of Marble as returned by the County Assessor of Gunnison County, Colorado is \$3,823,740.00;
- E. The mill levy for the Town is presently 6.505 mills, and the Board of Trustees has determined that it is in the public interest to leave the present mill levy unchanged for the 2020 fiscal year.

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

1. An Ad Valorem Tax shall be levied against all taxable property in the Town of Marble, Colorado, for the 2020 fiscal year;
2. For the purpose of meeting all general operating expenses of the Town of Marble during the 2020 fiscal year, the Ad Valorem Tax shall be levied at a rate of 6.505 mills.
3. That the Clerk is hereby directed to deliver the Certification of Tax Levies (Form DLG 70), with a copy of this ordinance, to the Board of County Commissioners of Gunnison County, Colorado, as certification, no later than December 15, 2019.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED BY TITLE this 12th day of
December, 2019, by a vote of ___ in favor and ___ opposed.

TOWN OF MARBLE:

ATTEST:

Ryan Vinciguerra, Mayor

Ron Leach, Clerk

TOWN OF MARBLE
GENERAL FUND
12/12/2019

Assessed Valuation 3,823,740
Mill Levy 6.505
Property Tax 24,873

	2018 Audit	2019 Estimate	2020 Budget
Beginning Balance	336,079	319,316	313,046
Revenues			
Taxes			
General Property Tax	0	20,908	24,873
Specific Ownership Tax	0	1,500	1,500
Special Use & Sales Tax	0	0	0
Additional License Tax	0	600	500
Property Tax Interest	0	200	100
Total Taxes	22,951	23,208	26,973
Licenses & Permits			
Business Licenses	0	1,000	1,500
Building Permits	0	0	1,500
Driveway Access Permits	0	0	0
Septic Permits	0	1,023	1,000
Other Licenses & Permits	0	600	0
Total Licenses & Permits	1,862	2,623	4,000
Intergovernmental			
General Sales Tax	55,019	55,000	55,000
Highway User Taxes (HUTF)	13,458	13,000	12,000
Colorado Trust Fund	182	0	0
Severence Tax	2,470	5,165	2,500
Mineral Lease Distribution	2,412	2,823	2,500
Other permit and license fees	0	0	0
Cigarette Tax	0	150	100
Total Intergovernmental	73,541	76,138	72,100
Other			
Parking Program Revenue	0	0	0
Campground/Store Revenues	46,411	50,000	55,000
Interest Revenue	0	500	3,500
SGB Lease Agreement	0	3,005	3,090
CSQ Lease Agreement	33,075	28,000	29,000
CSQ Maintenance Payments	0	3,300	3,300
Holy Cross Electric Rebates	0	500	500
Donations	4,167	2,000	2,000
Lead King Loop Project	0	2,000	2,000
Non-Specified	4,168	5,000	2,000
Tree Maintenance Program	0	0	0
Transfer Water Fund, Admin Costs	0	1,000	1,000
Total Other	87,821	95,305	101,390
Total Revenue	186,175	197,274	204,463
Other Financing Sources			
Transfer In from Water Fund	0	0	0
Total Revenue and Other Financing Sources	186,175	197,274	204,463

TOWN OF MARBLE
GENERAL FUND
2020

	2018 Audit	2019 Estimate	2020 Budget
Expenditures			
Wages & Benefits			
Total Wages	0	51,375	52,277
FICA/Medicare	0	5,000	4,132
Total Wages & Benefits	54,704	56,375	56,409
General Government			
Parking Program Expenses	0	169	0
Campground/Office Expenses	31,588	18,000	18,000
Treasurer Fees	422	500	500
Abated Tax	0	0	0
Elections	2,111	0	2,000
Unclassified	4,780	3,000	3,000
Marble Fest Donation	6,250	0	0
Church Rent	600	600	600
Tree Maintenance Program	1,368	1,000	500
Civic Engagement Fund	1,500	1,500	1,500
Office Expenses	5,644	3,000	7,000
Legal Publications	422	1,000	1,000
Dues & Subscriptions	0	300	300
Workshop/Travel	375	500	1,000
Marble Water Co. 2017 Tap Fee	5,000	0	0
Marble Water Co. 2017 Payment	0	0	0
Marble Water Co. Monitoring Wells	0	0	0
Weed Mitigation Program	0	1,000	1,000
Lead King Loop Project	0	2,000	5,000
Recycle Program	0	1,000	4,000
Total General Government	60,060	33,569	45,400
Roads			
Street Maintenance	0	10,000	20,000
Snow & Ice Removal	0	40,000	35,000
Total Roads	29,092	50,000	55,000
Purchased Professional Services			
Legal - General	24,836	20,000	22,000
Legal - Water Augmentation Plan	0	2,000	3,000
Audit	7,169	7,100	7,500
Municipal Court	0	1,500	1,500
Engineering Services - Water Augmentation Plan	0	15,000	10,000
Engineering Services	3,985	8,000	3,000
Total Purchased Professional Services	35,990	53,600	47,000
Other Purchased Services			
Liability & Workers Comp. Insurance	4,381	4,500	5,000
Utilities	3,782	3,500	4,000
Park improvements	5,789	1,000	0
Grant Writing	3,734	1,000	2,500
Lead King Loop Project	0	0	5,000
Earth Day Expenses	5,406	0	2,000
Total Other Purchased Services	23,092	10,000	18,500
Total Expenditures	202,938	203,544	222,309
Other Financial Uses			
Payment to Marble Water Company	0	0	0
Total Expenditures and Other Financing Uses	202,938	203,544	222,309
Ending Balance	319,316	313,046	295,200

**TOWN OF MARBLE
PARK FUND
2020 BUDGET**

	2018 Actual	2019 Estimate	2020 Budget
Beginning Balance	18,206	19,573	19,573
Revenues			
CTF Funds	1,367	1,500	1,500
Interest	0	0	0
Donation	0	0	0
Transfer	0	0	0
Total Revenue	1,367	1,500	1,500
Expenditures			
Maintenance	0	1,500	1,500
Improvements	0	0	5,000
Historical Park Preservation Planning	0	0	5,000
Earth Day Clean Up	0	0	0
Grant Writer	0	0	0
Total Expenditures	0	1,500	11,500
Ending Balance	19,573	19,573	9,573

**TOWN OF MARBLE
WATER FEE FUND
2020 BUDGET**

	2018 Audit	2019 Estimate	2020 Budget
Beginning Balance		17,099	19,099
Revenues			
Fee for Service	24,253	23,000	20,000
Interest	0	0	0
Total Revenue	24,253	23,000	20,000
Expenditures			
Service Charge	0	0	0
Water Clerk	0	0	0
FICA Withholding	0	0	0
Administration Costs	0	1,000	1,000
Fire Protection/Water Tank	20,000	20,000	20,000
Total Expenditures	20,000	21,000	21,000
Other Financing Uses			
Transfer out to General Fund	0	0	0
Total Expenditures and Other Financing Uses	20,000	21,000	21,000
Ending Balance		19,099	18,099

Town of Marble
Balance Sheet
As of December 12, 2019

	<u>Dec 12, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
*General Fund -0240	19,146.74
Campground Account -6981	128,753.94
Money Market -1084	54,707.43
Severance/Mineral Proceeds-6157	148,944.57
Water Fees -0873	18,905.67
	<hr/>
Total Checking/Savings	370,458.35
Total Current Assets	<hr/> 370,458.35
TOTAL ASSETS	<hr/> 370,458.35 <hr/>
LIABILITIES & EQUITY	0.00

Town of Marble
Deposit Detail-General Fund
 November 8 through December 31, 2019

Date	Name	Memo	Account	Amount
12/09/2019		Deposit	*General Fund -0240	4,711.07
	Colorado Stone Quarry CSQ	Deposit	CSQ Lease Agreement	-2,329.23
	Colorado Stone Quarry CSQ	Deposit	CSQ Maintenance Payments	-300.00
	Gunnison County	Deposit	General Sales Tax	-2,081.84
TOTAL				-4,711.07

24

Town of Marble Check Register

November 8, 2019 through January 31, 2020

<u>Num</u>	<u>Date</u>	<u>Amount</u>
Alpine Bank	12/12/2019	-951.32
Aspen Maintenance & Supply	12/12/2019	-59.72
B & R Septic Services, Inc.	12/12/2019	-300.00
Century Link	12/12/2019	-220.80
Colorado Mountain News Media	12/12/2019	-15.64
Colorado Municipal League	12/12/2019	-298.00
Copy Copy	12/12/2019	-139.37
Law of the Rockies	12/12/2019	-2,130.50
Marble Water Company	12/12/2019	-130.00
Mountain Pest Control, Inc.	12/12/2019	-100.00
Redi Services LLC	12/12/2019	-150.00
Sopris Engineering LLC	12/12/2019	-1,390.00
Terry Langley	12/12/2019	-188.00
United States Treasury 10728	12/09/2019	-1,181.70
Valley Garbage Solution, LLC	12/12/2019	-311.50
Zancanella and Associates, Inc.	12/12/2019	-577.50

25

12/09/19

Town of Marble
Payroll Report
November 8, 2019 through January 31, 2020

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Type</u>	<u>Amount</u>
United States Treasury 12/09/2019	10728	United States Treasury	Liability Check	-1,181.70
Total United States Treasury				-1,181.70
Charles R Manus 12/01/2019	10726	Charles R Manus	Paycheck	-360.16
Total Charles R Manus				-360.16
James J Aarts 11/08/2019	10725	James J Aarts	Paycheck	-887.45
Total James J Aarts				-887.45
Ronald S Leach 12/01/2019	10727	Ronald S Leach	Paycheck	-2,491.20
Total Ronald S Leach				-2,491.20
TOTAL				-4,920.51

26

Town of Marble
Budget vs. Actual
January through December 2019

	Jan - Dec 19	Budget	\$ Over Budget	% of Budget
Income				
Intergovernmental				
Cigarette Tax	169.88	100.00	69.88	169.9%
Colorado Trust Fund	0.00	0.00	0.00	0.0%
General Sales Tax	45,873.79	35,000.00	10,873.79	131.1%
Highway Use Tax (HUTF)	11,640.80	13,000.00	-1,359.20	89.5%
Mineral Lease Distribution	2,822.87	2,500.00	322.87	112.9%
Other Permit & License Fees	0.00	1,000.00	-1,000.00	0.0%
Severance Tax	5,165.21	2,500.00	2,665.21	206.6%
Total Intergovernmental	65,672.55	54,100.00	11,572.55	121.4%
Licenses & Permits				
Building Permits	0.00	1,500.00	-1,500.00	0.0%
Business Licenses	1,050.00	1,000.00	50.00	105.0%
Driveway Access Permits	0.00	300.00	-300.00	0.0%
Other Licenses & Permits	400.00	0.00	400.00	100.0%
Septic Permits	1,023.00	1,000.00	23.00	102.3%
Total Licenses & Permits	2,473.00	3,800.00	-1,327.00	65.1%
Other Revenue				
Campground/Store Revenues	46,436.86	60,000.00	-13,563.14	77.4%
CSQ Lease Agreement	25,807.29	29,000.00	-3,192.71	89.0%
CSQ Maintenance Payments	3,300.00	3,300.00	0.00	100.0%
Donations	1,217.00	500.00	717.00	243.4%
Holy Cross Electric Rebates	619.07	500.00	119.07	123.8%
Interest Income	156.79	500.00	-343.21	31.4%
Non-Specified	3,845.38	3,000.00	845.38	128.2%
Parking Program Revenue	0.00	50,000.00	-50,000.00	0.0%
SGB Lease Agreement	3,005.00	2,000.00	1,005.00	150.3%
Transfers (In) Out	-36.53	0.00	-36.53	100.0%
Tree Maintenance Program	0.00	1,000.00	-1,000.00	0.0%
Total Other Revenue	84,350.86	149,800.00	-65,449.14	56.3%
Taxes				
Additional License Tax	659.23	500.00	159.23	131.8%
Delinquent Property Tax	625.26			
General Property Tax	20,842.40	20,908.00	-65.60	99.7%
Property Tax Interest	205.80	100.00	105.80	205.8%
Special Use & Sales Tax	0.00	0.00	0.00	0.0%
Specific Ownership Tax	1,291.43	1,500.00	-208.57	86.1%
Total Taxes	23,624.12	23,008.00	616.12	102.7%
Total Income	176,120.53	230,708.00	-54,587.47	76.3%
Gross Profit	176,120.53	230,708.00	-54,587.47	76.3%
Expense				
General Government				
Abated Tax	0.00	0.00	0.00	0.0%
Campground/Office Expenses	18,555.67	25,000.00	-6,444.33	74.2%
Church Rent	450.00	600.00	-150.00	75.0%
Civic Engagement Fund	0.00	1,500.00	-1,500.00	0.0%
Dues & Subscriptions	333.00	300.00	33.00	111.0%
Elections	0.00	0.00	0.00	0.0%
Legal Publication	134.32	1,000.00	-865.68	13.4%
Marble Fest Donation	0.00	0.00	0.00	0.0%
Marble Water Co 2017 Tap Fee	0.00	0.00	0.00	0.0%
Marble Water Co Monitoring Well	0.00	0.00	0.00	0.0%
Marble Water Co Payment	0.00	0.00	0.00	0.0%
Office Expenses	3,020.92	5,000.00	-1,979.08	60.4%
Parking Program Expenses	168.75	16,100.00	-15,931.25	1.0%
Recycle Program	0.00	1,000.00	-1,000.00	0.0%
Treasurers Fees	403.45	500.00	-96.55	80.7%
Tree Maintenance Program	0.00	2,000.00	-2,000.00	0.0%

	Jan - Dec 19	Budget	\$ Over Budget	% of Budget
Unclassified	1,098.28	3,000.00	-1,901.72	36.6%
Weed Mitigation Program	0.00	3,000.00	-3,000.00	0.0%
Workshop/Travel	398.00	1,000.00	-602.00	39.8%
Total General Government	24,562.39	60,000.00	-35,437.61	40.9%
Other Purchased Services				
Earth Day Expenses	0.00	4,000.00	-4,000.00	0.0%
Grant Writing	244.08	3,000.00	-2,755.92	8.1%
Liability & Worker Comp Insc	4,947.10	4,500.00	447.10	109.9%
Park Improvements	1,285.40	0.00	1,285.40	100.0%
Utilities	3,178.59	3,500.00	-321.41	90.8%
Total Other Purchased Services	9,655.17	15,000.00	-5,344.83	64.4%
Purchased Professional Services				
Audit	7,100.00	7,000.00	100.00	101.4%
Engineering-Water Augmentation	13,055.50	11,000.00	2,055.50	118.7%
Engineering Services	7,037.50	5,000.00	2,037.50	140.8%
Legal - General	16,058.05	25,000.00	-8,941.95	64.2%
Legal - Water Augmentation Plan	0.00	5,000.00	-5,000.00	0.0%
Municipal Court	0.00	1,500.00	-1,500.00	0.0%
Total Purchased Professional Services	43,251.05	54,500.00	-11,248.95	79.4%
Roads				
Snow & Ice Removal	38,092.82	24,000.00	14,092.82	158.7%
Street Maintenance	7,426.67	10,000.00	-2,573.33	74.3%
Total Roads	45,519.49	34,000.00	11,519.49	133.9%
Wages & Benefits				
FICA/Medicare	4,079.29	5,701.00	-1,621.71	71.6%
Total Wages	53,602.98	55,272.00	-1,669.02	97.0%
Wages & Benefits - Other	0.00	0.00	0.00	0.0%
Total Wages & Benefits	57,682.27	60,973.00	-3,290.73	94.6%
Total Expense	180,670.37	224,473.00	-43,802.63	80.5%
Net Income	-4,549.84	6,235.00	-10,784.84	-73.0%