

Town of Marble
Regular Meeting of the Board of Trustees
January 7, 2020 7:00 P.M.
Marble Community Church, 121 W. State St. Marble, Colorado
Agenda

7:00 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. OWTS study up-date, Ron & Mark Chain
 - a. Current OWTS inventory in Town of Marble
 - b. Discussion of Marble Water Company annual assessment
- E. Administrator Report, Ron
 - a. Current bills & balances January 7, 2020
 - b. 2021 budget, personnel discussion
 - a. Administrator job evaluation
 - b. Current staff salary discussion
 - c. Additional staff positions for 2021
- F. Land Use Issues
 - a. Parks Committee report, Amber
 - b. Discussion of Fire District Certificate of Occupancy
- G. Old Business
- H. New Business
 - a. RESOLUTION 2021-1 DESIGNATING THE PUBLIC PLACE FOR POSTING NOTICE OF MEETINGS OF THE TOWN OF MARBLE BOARD OF TRUSTEES
- I. Adjourn

Minutes of the Town of Marble Board of Trustees
December 3, 2020 7:00 P.M.

- A. Call to order & roll call of the Regular Meeting of the Board of Trustees. The meeting was called to order by Mayor Ryan Vinciguerra at 7:04 p.m. Present: Ryan Vinciguerra, Larry Good, Tim Hunter, Emma Bielski and Josh Vogt. Also present: Ron Leach, Town Administrator. Attending by phone, Kendall Burgemeister, town attorney (item G.a. only).
- B. Approve previous minutes – Josh Vogt made a motion to approve the minutes from November 5, 2020. Tim Hunter seconded and the motion passed unanimously.
- C. Chris Lawrence/Tim Whitsett, OWTS repair permit application – Ron reported that Chris and Rick Lawrence have resubmitted an application for an OWTS repair permit.
- D. Mayor’s comments – Item G.a. is being moved up so that attorney Kendal Burgemeister can attend by phone.
- E. Administrator Report
 - a. Current bills & balances December 3, 2020 – Ron reported that the current bills are listed on page 12 of the packet. Tim Hunter made a motion to pay the bills. Emma Bielski seconded and the motion passed unanimously.
- F. Public Hearing regarding 2021 Budget, Ron – Emma Bielski, Josh
 - a. 2021 Budget Discussion – Ron explained the budget packet (beginning on page 16 of tonight’s packet) and said that the budget packet has to be submitted to the State of Colorado in January and is similar to last year’s budget. He explained the ordinances listed below. The numbers for ordinance 5 are from the budget spreadsheet on page 20. They can still be adjusted tonight. Ordinance 6 certifies the mill levy for the town of Marble to the county commissioners and must be submitted by Dec. 15. Our mill levy is 6.505 mills.

On the spreadsheet, Ron highlighted the ending balance and pointed out the reserves went down this year (2020), in part due to the campground being closed and to expenses for the land purchase (part of which will be reimbursed). The balance for 2021 should go back up due to the sales tax increase and the reopening of the campground. He pointed out expenditures and highlighted administrative expenses for the campground vs. income from the campground. The supplemental budget for 2020 was passed last month to spend the money for the property purchase. Ron pointed out that the Park Fund is a stand-alone fund. This is funded both by the town and by state funds that are generated by lottery sales. He also explained that the water bond payment is an in and out item. He would like to add OWTS and Marble Water Company issues to next month’s agenda.

Discussion centered around legal expenses, road maintenance, jail house/park funds and some initial funding for beginning work on a master plan and additional employees and wage increases. Approved changes to the proposed budget were decreasing legal fees by \$1500, changing park income to \$1500 from Colorado Trust Fund and \$1500 from the town, \$5000 for the jail match to come from the park fund, adding a line item for master planning in the amount of \$200, increasing the wage line item to \$75,000 to allow for possible staffing and wage increases and adding income of \$500 from short term

rental licenses. Larry Good made a motion to approve the budget. Emma Bielski seconded and the motion passed unanimously.

Amber reported on the budget for the AVLTV grant for Thompson Park.

Ron reported that Visionary Broadband would not require any funds from Marble for a matching fund. He also requested an employee evaluation on himself.

G. Land Use Issues (Item G.a. moved here for Kendall to be able to attend by phone)

a. Consider approval Ordinance #7-2020 Antenna Tower Land Use Agreement w/ Visionary Broadband, Ron – Kendall reported that this is a three-party agreement between the town, the fire district and Visionary Broadband with provisions concerning the term the lease (10 years), ending or renewing the lease, ownership of the property and the equipment, and potential modification of deed restrictions. Ron asked what would happen if the town approves this lease and the ordinance tonight, allowing Visionary to proceed with obtaining the funds, and the fire department asks for changes following their board meeting. Kendall said they would need to do an amended lease and a new ordinance. Emma Bielski made a motion to approve Ordinance #7-2020. Tim Hunter seconded and the motion passed unanimously.

F. b. Consider approval of Ordinance # 5-2020 Adopting the 2021 Budget – Larry Good made a motion to approve Ordinance #5-2020 with the changes noted. Tim Hunter seconded and the motion passed unanimously.

c. Consider approval of Ordinance # 6-2020 Certifying the 2021 Mill Levy – Josh Vogt made a motion to approve Ordinance #6-2020. Tim Hunter seconded and the motion passed unanimously. Ryan Vinciguerra made a motion to end the public hearing. Larry Good seconded and the motion passed unanimously.

G. Land Use Issues

a. moved to above

H. Old Business

a. Jail House Grant report, Emma – discussed as part of the budget discussion, Emma reported that she would be resubmitting the jail house grant and that she would be able to apply for more funds. This, combined, with the funds pledged by the town as well as private donations would mean needing matching funds of only \$10,000.

b. Park Committee, Amber – This winter, the committee is going to be gathering ideas and input from citizens as to what they would like to see happen with the park. Grooming of two cross-country trails is being done. They are forming an exploratory group to look at an ice rink in the park. Emma asked for a report on what happened to the last ice rink and suggested using Beaver Lake. Tim reported that someone has thrown rocks all around the edge of the lake, making access difficult. She reported that Richard Wells had come up with a list of hazards in the park. Discussion of what is needed to mitigate those hazards, estimated costs and resulting benefits followed. Tim asked that signage placement wait until the plan for the new property and the grant is developed. Emma emphasized the difference between preservation and restoration. The hazard mitigation was approved.

Emma spoke to the need for coordination between the jail house preservation and the AVL T efforts in Thompson Park due to resulting earth disturbance. She asked that the horse shoe pit be moved. Richard presented a simple solution for that. Relocation of the back stop and the grill was discussed.

c. GOCO grant up-date, Ron – Closing is scheduled for Dec. 29. The appraisal is to be completed on Dec. 6. Discussion of removal and disposal or reuse of the fence followed.

I. New Business

a. Continuity of government, winter 2021, COVID considerations – Ron said that the county had allocated \$9500 to the town for COVID related expenses. The \$2000 donated to the Charter School counts toward that total, leaving \$7500 to be spent by the end of the year. Ron proposes purchasing HPPA air filtration units to be used at the Hub, the Church (2), the town office and the fire department at \$900 per unit. Tim suggested adding air dryers and touch free faucets at the park bathrooms. Ryan asked about getting COVID tests for the town. Discussion of that and of vaccines followed. More air filters for the school and helping pay for the school counselor were other suggestions.

b. Rescinding Stage 1 fire restrictions – Tim Hunter made a motion to rescind Stage 1 fire restrictions. Larry Good seconded and the motion passed unanimously.

J. Adjourn – Josh Vogt made a motion to adjourn. Emma Bielski seconded and the motion passed unanimously. The meeting was adjourned at 9:55 p.m.

Respectfully submitted,

Terry Langley

(minutes were taken from recording as Terry was unable to be at the meeting in person.)

WATER SUPPLY AGREEMENT

THIS WATER SUPPLY AGREEMENT is made and entered into this 20th day of March, 2002 between TOWN OF MARBLE WATER BOARD, a water enterprise fund of the Town of Marble, a Colorado statutory Town (hereinafter "Water Board") and THE MARBLE WATER COMPANY, a Colorado nonprofit corporation (hereinafter "Water Company").

RECITALS

WHEREAS the Town of Marble is a Colorado statutory Town authorized to provide municipal water service to its residents through a water enterprise fund or otherwise; and

WHEREAS the Town does not presently provide municipal water service to its residents; and

WHEREAS, by adoption of Ordinance No. 7, the Town of Marble created the Town of Marble Water Board ("Water Board") pursuant to sections 29-1-204.2 and 31-35-501, C.R.S. and Article XX of the Colorado Constitution as a water enterprise fund authorized to provide various water-related services to its residents and contractees in and around the Town of Marble, Colorado; and

WHEREAS the Water Company is a nonprofit corporation which has, since its creation in 1979, provided domestic/municipal water service to its members who reside within and without the Town of Marble; and

WHEREAS the Water Company owns certain water diversion and distribution facilities ("The Water Company System") which are used to deliver domestic/municipal water to its members; and

WHEREAS the Water Company desires to improve the Water Company System by the addition of a water storage tank capable of storing up to 150,000 gallons and related facilities (referred to herein collectively as the "Water Tank"); and

WHEREAS the Water Company has committed \$20,000 of its own capital toward the Water Tank, and has applied to the United States Department of Agriculture/Rural Utilities Service ("USDA/RUS") for a grant and low interest loan to assist with the funding of said improvements; and

WHEREAS the USDA/RUS has indicated a willingness to make an absolute grant in a maximum amount of \$306,000 and a low interest loan in a maximum amount of \$354,000 under certain terms and conditions; and

WHEREAS, upon construction and operation of the Water Tank, the Water Company System will be capable of substantially enhancing the flow and volume of

water to the existing network of fire hydrants within the Town of Marble, thereby significantly improving fire protection available to the inhabitants of the Town and surrounding area; and

WHEREAS at the present time, there is little to no water available to the residents of the Town of Marble for firefighting purposes; and

WHEREAS the Water Board desires to enter into an agreement with the Water Company to make available to the Town water stored in the Water Tank for fire protection purposes, and The Water Company is willing to enter into such an arrangement under the terms set forth herein; and

WHEREAS the Water Company is willing to accept the obligation and indebtedness associated with the USDA/RUS grant and loan and to construct the Water Tank provided that it is assured of receiving revenues from the Water Board which will be used by the Water Company to meet the obligations of the USDA/RUS grant and loan; and

WHEREAS the Parties hereto desire to establish in writing the terms and conditions of their agreement on these subjects;

NOW THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct.
2. The Water Company agrees to pursue the USDA/RUS grant and loan in order to obtain the funding necessary to complete purchase, construction and connection of the Water Tank. Upon completion of the installation of the Water Tank and commencement of regular operation thereof, the Water Board shall have the right to withdraw water from the Water Company System as necessary for firefighting purposes, subject to the terms of this Agreement.
3. The Water Board agrees to adopt a resolution assessing fees against each parcel within the Town of Marble in order to obtain funds to provide for the repayment of the water storage facilities provided under this Agreement. The Water Board agrees that said assessments will be used primarily to meet the Water Board's obligations under this Agreement. The Water Board agrees to pay to the Water Company the sum of \$20,000 per year, which shall be due and payable on the first day of June of each year, beginning on the first day of June, 2003, and which shall be used by the Water Company for the purpose of repayment of the USDA/RUS loan until said loan is fully paid.

4. Fire protection services are provided in the Marble area by the Carbondale Rural Fire Protection District, a wholly separate quasi-governmental entity, which is not a party to this Agreement. No guarantee or representation is made that by the provision of water storage as contemplated herein there will be adequate water for fire protection available to all residents of the Town of Marble or members of the Water Company. The Parties acknowledge that the location and condition of the existing network of hydrants may limit the properties that can be served by the additional firefighting capabilities provided under this Agreement.
5. The Water Company shall be responsible to make sure that the fire hydrants are operable. The Water Company shall be responsible to inspect, maintain, repair and improve the existing hydrants on a timely basis. The Water Board and Water Company shall consult with the Fire District on the number and location of hydrants recommended for fire fighting in Marble. The Water Company shall install such additional hydrants in locations recommended by the Fire District for the Town of Marble. Such installation shall occur on a gradual basis; however one hydrant shall be installed each year until the recommended number of hydrants are installed.
6. The Water Company System, including the Water Tank, shall be filled with water diverted by the Water Company under water rights owned by or otherwise available to the Water Company. The Parties may cooperate to utilize water rights available to each of the Parties for the purposes described herein.
7. The Water Company agrees to assess any of its members whose property is located outside the boundaries of the Town of Marble fees equal to those fees assessed by the Water Board for parcels located within the Town. The fees of said out-of-Town properties shall be credited against the annual repayment obligation of the Water Board of \$20,000 to be paid to the Water Company.
8. The Water Company agrees to pay the legal fees and costs that may be incurred by the Water Board in the collection of unpaid assessments. The Water Company agrees to make its best efforts to collect said fees against the nonpaying property owners and any recoupment of said fees by the Town shall be repaid to the Water Company.
9. This Agreement shall inure to and be binding upon the Parties, their successors and assigns.
10. This Agreement may be executed in duplicate original counterparts, each of which shall constitute an original but all of which shall constitute one and the same document. Facsimile signatures shall be accepted and treated as original signatures.
11. This Agreement may be amended from time to time by amendments made by the parties in written form and at executed in the same manner as this Agreement.

- 12. The rights and obligations of this Agreement shall continue so long as the Water Board collects and pays over to the Water Company revenues sufficient to meet its annual obligation to the Water Company as set forth in paragraph 3., above.
- 13. Each person executing this Agreement represents and warrants that he or she is duly authorized by one of the Parties to execute this Agreement and has the authority to bind said Party to the terms and conditions hereof.

Entered into this 20th day of March 20, 2002.

THE MARBLE WATER COMPANY

John M. Williams, President

STATE OF ARIZONA)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this 20th day of March, 2002, by John M. Williams, President of The Marble Water Company.

WITNESS my hand and official seal.
My commission expires:

Notary Public

TOWN OF MARBLE WATER BOARD, a
Water Enterprise fund of the Town of
Marble, Colorado a Municipal Corporation,

Robert Leone, Chairman

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged, subscribed, and sworn to before me this 19th day of March, 2002, by Robert Leone, Chairman of the Town of Marble Water Board, Colorado.

WITNESS my hand and official seal.
My commission expires:

Notary Public

August 15, 2020

Dear Marble Property Owner:

Please find enclosed the 2020 assessment notice from the Town of Marble Water Board (the “Water Board”). The annual assessment will remain unchanged from last year at **\$130**.

Payment is due no later than 30 days after the postmarked date of this letter (the “Due Date”). Please be aware that all amounts not paid by the Due Date will accrue interest (1% per month, compounded monthly). Additionally, if the assessment is not paid within 60 days of the Due Date, a late fee of \$40 will also be charged. Finally, if the assessment is not paid within 90 days of the Due Date, the total amount due will be certified to Gunnison County to be collected as a tax. Amounts certified to the county may incur additional late fees and interest assessed by the county. Amounts certified to the county also constitute a lien on your property, which means that your property could eventually be sold in a tax sale if such amounts are not paid.

These annual assessments are made by the Water Board in accordance with a March 20, 2002 Water Supply Agreement (“WSA”) between the Water Board and the Marble Water Company. A copy of the WSA is available for review with the Town Clerk. The WSA obligates the Water Board to pay \$20,000 to the Marble Water Company by June 1 of each year. The annual assessment is used to generate the revenue necessary to meet this obligation and to cover other expenses incurred by the Water Board in the course of meeting its obligations under the WSA.

The money paid to the Marble Water Company is used to repay a loan from the United States Department of Agriculture, which was used by the Marble Water Company for the installation of a water tank. The water tank provides fire protection throughout the Town, which is why the assessment is levied against all properties within the Town of Marble, not just those that receive their domestic water supply from the Marble Water Company.

The WSA obligates the Marble Water Company to install, inspect, and repair fire hydrants throughout the Town. Before 2001, the Town had two hydrants, neither of which was connected to a reliable source of water. Currently, 12 hydrants are installed throughout the town. This is the number of hydrants that has been recommended by the Carbondale and Rural Fire Protection District. Each of the hydrants has a 3-hour fire-fighting capacity.

The WSA provides a valuable benefit to the Town. Timely payment of the annual Water Board assessment is critical to ensure that this benefit is not lost. Please remit the fee in accordance with the instructions provided on the enclosed assessment notice.

Thank you,

Ryan Vincierra
Mayor, Town of Marble

9:21 PM

01/05/21

Accrual Basis

Town of Marble
Balance Sheet
As of April 4, 2019

	<u>Apr 4, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
*General Fund -0240	40,177.21
Campground Account -6981	95,822.29
Money Market -1084	51,426.36
Severence/Mineral Proceeds-6157	148,794.71
Water Fees -0873	17,230.95
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Total Checking/Savings	353,451.52
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Total Current Assets	353,451.52
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TOTAL ASSETS	353,451.52
	<hr/> <hr/>
LIABILITIES & EQUITY	0.00

Town of Marble
Deposit Detail-General Fund
December 4, 2020 through January 31, 2021

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
12/14/2020		Deposit	*General Fund -0240	2,394.27
	Gunnison County	Deposit	General Sales Tax	-2,394.27
TOTAL				-2,394.27
12/14/2020		Deposit	*General Fund -0240	300.00
	Colorado Stone Quarry CSQ	Deposit	CSQ Maintenance Payments	-300.00
TOTAL				-300.00
12/14/2020		Deposit	*General Fund -0240	479.47
	Chris Lawrence	Deposit	Non-Specified	-479.47
TOTAL				-479.47
12/14/2020		Deposit	*General Fund -0240	2,329.23
	Colorado Stone Quarry CSQ	Deposit	CSQ Lease Agreement	-2,329.23
TOTAL				-2,329.23
12/28/2020		Deposit	*General Fund -0240	32,537.51
	Madeline Wiener	matching funds oren...	Non-Specified	-32,537.51
TOTAL				-32,537.51
12/31/2020		Deposit	*General Fund -0240	29.97
	Holy Cross Electric	Deposit	Holy Cross Electric Rebates	-29.97
TOTAL				-29.97
12/31/2020		Deposit	*General Fund -0240	300.00
	Colorado Stone Quarry CSQ	Deposit	CSQ Maintenance Payments	-300.00
TOTAL				-300.00
12/31/2020		Deposit	*General Fund -0240	2,329.23
	Colorado Stone Quarry CSQ	Deposit	CSQ Lease Agreement	-2,329.23
TOTAL				-2,329.23
12/31/2020		Deposit	*General Fund -0240	394.53
	Colorado Department of Re...	Deposit	Conservation Trust Income - ...	-394.53
TOTAL				-394.53
12/31/2020		Deposit	*General Fund -0240	2,329.23
	Colorado Stone Quarry CSQ	Deposit	CSQ Lease Agreement	-2,329.23
TOTAL				-2,329.23

Town of Marble
Deposit Detail-General Fund
December 4, 2020 through January 31, 2021

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
12/31/2020		Deposit	*General Fund -0240	1,589.44
	Gunnison County	Deposit	General Sales Tax	-1,589.44
TOTAL				-1,589.44

Town of Marble
Deposit Detail-Money Market Fund
December 4, 2020 through January 31, 2021

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
12/08/2020		Deposit	Money Market -1084	974.10
	Gunnison County	Deposit	Additional License Tax	-83.50
	Gunnison County	Deposit	General Property Tax	-695.90
	Gunnison County	Deposit	Property Tax Interest	-44.90
	Gunnison County	Deposit	Specific Ownership Tax	-133.05
	Gunnison County	Deposit	Specific Ownership Tax	-32.41
	Gunnison County	Deposit	Treasurers Fees	15.66
TOTAL				-974.10
12/08/2020		Deposit	Money Market -1084	7,525.57
	Colorado Departm...	Deposit	General Sales Tax	-7,525.57
TOTAL				-7,525.57
12/08/2020		Deposit	Money Market -1084	891.38
	Colorado Departm...	Deposit	Highway Use Tax (HUTF)	-891.38
TOTAL				-891.38
12/31/2020		Deposit	Money Market -1084	0.36
	Alpine Bank	Deposit	Interest Income	-0.36
TOTAL				-0.36

Town of Marble
Check Register
 December 4, 2020 through January 7, 2021

Num	Date	Amount
Alpine Bank	12/31/2020	-38.00
Century Link	01/07/2021	-459.52
CIRSA	01/07/2021	-1,307.68
Colorado Department of Revenue	01/07/2021	-1,187.04
Colorado Mountain News Media	01/07/2021	-17.66
Gunnison County Clerk	01/07/2021	-2,500.00
gunnison title	12/28/2020	-29,582.00
Holy Cross Electric	01/07/2021	-68.98
IQAir 10987	12/09/2020	-6,293.00
IRS	01/07/2021	-604.64
Law of the Rockies	01/07/2021	-4,013.24
Marble Water Company	01/07/2021	-130.00
Mountain Pest Control, Inc.	01/07/2021	-50.00
Terry Langley	01/07/2021	-76.50
Valley Garbage Solution, LLC	01/07/2021	-63.00

01/05/21

Town of Marble
Payroll Report
January through February 2021

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Type</u>	<u>Amount</u>
Charles R Manus 01/01/2021		Charles R Manus	Paycheck	-936.00
Total Charles R Manus				-936.00
Ronald S Leach 01/01/2021		Ronald S Leach	Paycheck	-3,200.00
Total Ronald S Leach				-3,200.00
TOTAL				-4,136.00

Town of Marble
Budget vs. Actual
 January through December 2020

	Jan - Dec 20	Budget	\$ Over Budget	% of Budget
Income				
Intergovernmental				
Cigarette Tax	248.81	100.00	148.81	248.8%
Colorado Trust Fund	331.47			
General Sales Tax	86,446.48	55,000.00	31,446.48	157.2%
Highway Use Tax (HUTF)	9,978.97	12,000.00	-2,021.03	83.2%
Mineral Lease Distribution	2,175.50	2,500.00	-324.50	87.0%
Severance Tax	4,543.75	2,500.00	2,043.75	181.8%
Total Intergovernmental	103,724.98	72,100.00	31,624.98	143.9%
Licenses & Permits				
Building Permits	3,330.75	1,500.00	1,830.75	222.1%
Business Licenses	150.00	1,500.00	-1,350.00	10.0%
Other Licenses & Permits	500.00			
Septic Permits	1,669.00	1,000.00	669.00	166.9%
Total Licenses & Permits	5,649.75	4,000.00	1,649.75	141.2%
Other Revenue				
Campground/Store Revenues	5,755.00	55,000.00	-49,245.00	10.5%
CSQ Lease Agreement	32,909.22	29,000.00	3,909.22	113.5%
CSQ Maintenance Payments	3,900.00	3,300.00	600.00	118.2%
Donations	252.00	2,000.00	-1,748.00	12.6%
Holy Cross Electric Rebates	701.33	500.00	201.33	140.3%
Interest Income	5.24	3,500.00	-3,494.76	0.1%
Non-Specified	34,137.70	2,000.00	32,137.70	1,706.9%
SGB Lease Agreement	0.00	3,090.00	-3,090.00	0.0%
Transfers (In) Out	0.00	1,000.00	-1,000.00	0.0%
Total Other Revenue	77,660.49	99,390.00	-21,729.51	78.1%
Taxes				
Additional License Tax	852.58	500.00	352.58	170.5%
General Property Tax	24,872.08	24,873.00	-0.92	100.0%
Property Tax Interest	136.18	100.00	36.18	136.2%
Specific Ownership Tax	1,595.02	1,500.00	95.02	106.3%
Total Taxes	27,455.86	26,973.00	482.86	101.8%
Total Income	214,491.08	202,463.00	12,028.08	105.9%
Gross Profit	214,491.08	202,463.00	12,028.08	105.9%
Expense				
General Government				
Campground/Office Expenses	11,761.37	22,000.00	-10,238.63	53.5%
Church Rent	600.00	600.00	0.00	100.0%
Civic Engagement Fund	2,000.00	1,500.00	500.00	133.3%
Dues & Subscriptions	298.00	300.00	-2.00	99.3%
Elections	0.00	2,000.00	-2,000.00	0.0%
Legal Publication	339.32	1,000.00	-660.68	33.9%
Office Expenses	4,863.59	7,000.00	-2,136.41	69.5%
Parking Program Expenses	0.00	1,000.00	-1,000.00	0.0%
Recycle Program	2,343.00	4,000.00	-1,657.00	58.6%
Treasurers Fees	169.65	500.00	-330.35	33.9%
Tree Maintenance Program	0.00	500.00	-500.00	0.0%
Unclassified	52,295.21	3,000.00	49,295.21	1,743.2%
Weed Mitigation Program	1,420.00	1,000.00	420.00	142.0%
Workshop/Travel	0.00	1,000.00	-1,000.00	0.0%
Total General Government	76,090.14	45,400.00	30,690.14	167.6%
Other Purchased Services				
Earth Day Expenses	0.00	2,000.00	-2,000.00	0.0%
Grant Writing	3,125.00	2,500.00	625.00	125.0%
Liability & Worker Comp Insc	5,031.29	5,000.00	31.29	100.6%
Park Improvements	1,560.00			
Utilities	3,307.73	4,000.00	-692.27	82.7%

	<u>Jan - Dec 20</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Other Purchased Services - Other	19.89			
Total Other Purchased Services	13,043.91	13,500.00	-456.09	96.6%
Purchased Professional Services				
Audit	7,350.00	7,500.00	-150.00	98.0%
Engineering-Water Augmentation	4,091.50	10,000.00	-5,908.50	40.9%
Engineering Services	450.00	3,000.00	-2,550.00	15.0%
Legal - General	27,480.46	22,000.00	5,480.46	124.9%
Legal - Water Augmentation Plan	0.00	3,000.00	-3,000.00	0.0%
Municipal Court	0.00	1,500.00	-1,500.00	0.0%
Total Purchased Professional Services	39,371.96	47,000.00	-7,628.04	83.8%
Roads				
Snow & Ice Removal	25,895.00	35,000.00	-9,105.00	74.0%
Street Maintenance	23,791.75	20,000.00	3,791.75	119.0%
Total Roads	49,686.75	55,000.00	-5,313.25	90.3%
Wages & Benefits				
FICA/Medicare	3,734.03	4,132.00	-397.97	90.4%
Total Wages	48,810.83	52,277.00	-3,466.17	93.4%
Total Wages & Benefits	52,544.86	56,409.00	-3,864.14	93.1%
Total Expense	230,737.62	217,309.00	13,428.62	106.2%
Net Income	-16,246.54	-14,846.00	-1,400.54	109.4%

TOWN OF MARBLE

CONTRACT FOR SERVICES OF TOWN ADMINISTRATOR

This contract (the "Contract") is entered into as of the date it has been duly executed by all Parties below, between the Town of Marble (the "Town"), a Colorado statutory town whose address is 322 W. Park St., Marble, CO 81623, and Ron Leach ("Leach"), an individual who is a resident of the Town of Marble and whose mailing address is PO Box 1263, Carbondale CO 81623. The Town and Leach may be referred to herein as a Party, or collectively as the Parties.

Recitals

1. The Town is a statutory town organized under the laws of the state of Colorado.
2. The Town, acting through its Board of Trustees (the "Board"), is authorized by statute to appoint a Town Administrator and Town Clerk, C.R.S. § 31-4-304.
3. Leach is willing to serve as the Town Administrator, including fulfilling the statutory duties of a Town Clerk, on the terms set forth in this Contract.
4. At the meeting of the Board held June 6, 2018, the Board voted to appoint Leach as the Town Administrator.

Agreement

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Contract, the Parties agree as follows:

5. Engagement.
 - a. The Town engages Leach as the Town Administrator to perform the duties described herein, and Leach accepts and agrees to such engagement, subject to the general supervision and pursuant to the orders, advice, and direction of the Town.
6. Duties.
 - a. Town Clerk. Leach shall perform such duties of the Town Clerk as are required by the laws of the State of Colorado. To wit, C.R.S. § 31-4-405 provides: "The clerk shall attend all meetings of the board of trustees and make a true and accurate record of all the proceedings, rules, and ordinances made and passed by the board of trustees. Records of the town shall be open to inspection at all reasonable times and under reasonable regulations established by the town as provided by article 72 of title 24, C.R.S." Leach shall also perform any duties ascribed to the Town Clerk by any ordinance or resolution of the Town.
 - b. Leach shall also perform the duties listed on Exhibit A attached hereto, as the same may be amended by Town ordinance pursuant to C.R.S. § 31-4-304.

- c. Leach agrees that he will at all times faithfully, industriously, and to the best of his ability, experience, and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this Contract, to the reasonable satisfaction of the Town.

7. Term.

- a. This Contract shall have an effective commencement date upon the later of the date that it is executed by both parties, and the date that the Ordinance approving the Contract becomes effective.
- b. Pursuant to C.R.S. § 31-4-304, this Contract shall terminate no later than thirty days after compliance with C.R.S. § 31-4-401 by the members of Board succeeding the current Board.
- c. Pursuant to C.R.S. § 31-4-307, Leach may be removed from office by a majority vote of all members of the Board, provided that no such removal shall be made without a charge in writing and an opportunity of hearing being given unless Leach has moved out of the limits of the Town. If Leach ceases to reside within the limits of the Town, he may be removed from office by a majority vote of all members of the Board.
- d. Leach may terminate this Contract for any reason upon one month's prior written notice to the Town.

8. Compensation.

- a. The Town shall pay Leach, and Leach shall accept from the Town, in full payment for Leach's services under this Contract, compensation in the amount of \$38,400 per year, paid in monthly installments of \$3,200.
- b. If the Contract is commenced after the first day of a month or terminated prior to the last day of a month, Leach shall be entitled to compensation for such month determined by multiplying the monthly installment by a fraction, the numerator of which is the number of days of the month that the Contract was in effect, and the denominator of which is the number of days in the month.
- c. All compensation under this Contract shall be due and payable in arrears on last day of the month for which services were performed.
- d. The Town shall reimburse Leach for all reasonable and necessary expenses incurred by Leach while acting pursuant to the Town's direction.
- e. Expenses which exceed \$250.00 shall require the advance written approval of the Mayor.
- f. In order to obtain reimbursement, Leach shall submit to the Town an itemized statement of such expenses along with copies of bills and receipts. Further

explanations may be required of Leach. Payments will be made within 14 days after receipt of all necessary documentation.

- g. The Town shall be responsible for providing the equipment and supplies necessary for Leach to perform the duties described in this Contract, provided that the Town may ask Leach to procure such supplies subject to the reimbursement provisions contained in this Contract.
 - h. The position of Town Administrator is a full-time exempt position, therefore Leach shall not be entitled to overtime pay. The compensation provided in this Contract for Leach shall constitute full payment for the services of Leach rendered to the Town. However, the Town and Leach agree to use good faith efforts to negotiate additional compensation for extraordinary services, provided that such services and such additional compensation are authorized by the Town in writing prior to their being rendered. Leach waives, discharges, and releases the Town from any claims for such extraordinary services unless the same is authorized in writing in the manner provided herein.
 - i. The Town Administrator is an employee of the Town. Therefore, the Town shall withhold all payroll taxes as required by law, make all employer contributions related to such payroll taxes as required by law, and shall “secure compensation” for Leach, as that term is used in C.R.S. § 8-44-101(1), in accordance with the Workers’ Compensation Act of Colorado.
 - j. Notwithstanding anything herein to the contrary, Leach shall not be entitled to compensation for those times during which he is in material breach of this Contract.
 - k. Leach shall be entitled to 1 day of paid time off for each month of employment. Such days may accrue from month to month and year to year, provided that the maximum days accrued shall be 15 days. Upon termination of employment, Leach shall be entitled to compensation for unused paid time off.
9. Confidentiality. Subject to the requirements of the Colorado Open Records Act and other applicable laws, Leach shall keep all information pertaining to Town business confidential. This obligation shall survive termination of this Contract.
10. Authority. In spite of anything contained in this Contract to the contrary, Leach shall not have the right to make any contracts or commitments for or on behalf of the Town without first obtaining the express written consent of the Mayor.
11. Modification. Any modification of this Contract or additional obligation assumed by either Party in connection with this Contract shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.
12. Validity. The invalidity of any portion of this Contract will not and shall not be deemed to affect the validity of any other provision. If any provision of this Contract is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force

and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

13. Choice of Law. It is the intention of the Parties that this Contract and the performance under this Contract, and all suits and special proceedings under this Contract, be construed in accordance with and under and pursuant to the laws of the State of Colorado, and that, in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Contract, the laws of the State of Colorado shall be applicable and shall govern. The Parties consent to and agree that the jurisdiction and venue of any such action shall be exclusively in Gunnison County, Colorado.
14. No waiver. The failure of either Party to insist upon the performance of any of the terms and conditions of this contract, or the waiver of any breach of any of the terms and conditions of this Contract, shall not be construed as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
15. Attorney Fees. If any action is filed in relation to this Contract, the unsuccessful Party in the action shall pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorneys' fees.
16. No Assignment / Delegation. Neither Party shall assign its rights and obligations under this Contract without the prior express authorization of the other Party. The duties and covenants of Leach under this Contract, being personal, may not be delegated.

Each Party to this Contract has caused it to be executed on the date indicated below.

TOWN OF MARBLE

RON LEACH

By:  (sign)
Ryan Vinciguerra, Mayor

By:  (sign)

Date: 6/15/18

Date: 6/7/2018

Attest:  (sign)
Timothy J. Hunter (print)

**Exhibit A:
Town of Marble
Duties of Town Administrator**

In addition to those duties that may be defined by law, the duties and responsibilities of the Administrator shall include, but not necessarily be limited to, the following:

1. Generally. The Town Administrator is responsible for organizing and maintaining a wide variety of records; preparing, authenticating, certifying and recording numerous documents; courteously and knowledgeably dealing with the public; supporting all aspects of Board of Trustees meetings; administering elections, liquor licensing, business licensing; management of Town real property and other assets; supervision of other Town employees; serving as Municipal Court Clerk and as Planning Commission Secretary, as needed.
2. The Town Administrator shall:
 - a. Perform all duties of the Town Clerk as required by Colorado statute and Town ordinances and resolutions.
 - b. Prepare and post Board of Trustees meeting agendas; prepare, copy and mail board packets and agendas to Mayor and Trustees.
 - c. Cause minutes and electronic recordings of meetings to be taken, distributed to the Trustees, approved, posted to the Town website, and maintained.
 - d. Publish and post all public notices; publish ordinances by title; maintain & update official ordinance book.
 - e. Serve as custodian of the Town Seal for authentication and certification; attest, sign and seal all legal documents of the Town; record documents with the County as needed.
 - f. Maintain confidential sales tax information and review monthly sales tax reports from Colorado Department of Revenue.
 - g. Calculate and certify annually the mil levy for property taxes, per State statute.
 - h. Prepare and submit first draft, and any subsequent drafts, of the annual budget for Board review; enter updates following Board reviews; prepare and submit final draft for Board adoption; submit the adopted annual budget and all related documentation to the State by due date.
 - i. Initiate, organize, file, safeguard, retrieve and archive a variety of electronic and physical documents, file and record in accordance with state and federal laws that apply to open records, confidentiality and other issues.
 - j. Periodically review state-approved Records Retention Schedules and purge records according to applicable law and to Town Resolution(s).

- k. Assign street addresses, maintain and update town-wide system of street addresses.
- l. Maintain and update catalogs, manuals and resource materials.
- m. Perform all administrative functions of liquor licensing and business licensing.
- n. Retrieve, open and process mail, including date-stamping as needed, circulate to Mayor and Trustees as needed, respond by call, email or letter, match bills to orders and holding for Treasurer, endorse checks and safeguard for Treasurer, fill out surveys, questionnaires and reports, copy and/or file documents, and other processing as needed.
- o. Serve as Election Official, organize and oversee candidate nomination procedures; orient candidates; appoint and train election judges; oversee preparation of ballots; certify ballots; create and/or orders forms, supplies and equipment; notify and educate the public; canvass election returns and prepare certification of results; facilitate the electorate's rights of initiative, referendum and recall; store election documents, ballots and other materials before and after the election, and purge same as prescribed by law.
- p. Administer oaths to public officials.
- q. Perform a variety of personal contact via phone, fax, email and in-person with the public, the Mayor and Trustees, businesses, organizations, governmental agencies and others in a professional, knowledgeable and considerate manner.
- r. Maintain active membership status in various municipal organizations.
- s. Manage and update Town's property and casualty insurance, follow up on claims; independently handle smaller claims on behalf of the Town.
- t. Continually seek to improve job skills through education and training, including certification through the Colorado Municipal Clerks Association as needed.
- u. Cause accounts payable and receivable to be compiled, disbursed and collected. Process monthly and annual financial reports, and keep Mayor and Trustees appraised of the ongoing financial conditions of the Town.
- v. Serve as Health Officer under the OWTS Regulations unless and until another Health Officer is appointed, and otherwise manage and administer the Town's regulation and permitting of OWTS.
- w. Serve as the Building Official under the Building Code unless and until another Building Official is appointed.
- x. Coordinate performance of other services for the Town by retained contractors.

- y. Manage the Town campground, including supervision of the campground host.
- z. As needed, serve as the Planning Commission Secretary, which can include the following and other duties:
 - i. Prepare and post agendas, send agendas & related documents to Commissioners before meetings.
 - ii. Cause minutes and electronic recordings of meetings to be taken, distributed to the Commissioners, approved, posted to the Town website, and maintained.
 - iii. Create, update and re-design documents such as building permit applications, variance applications, conditional use permit application packets, and others, as needed.
- aa. As needed, serve as Municipal Court Clerk, which can include the following and other duties:
 - i. Receive and record all citations served.
 - ii. Begin and maintain case histories and answer questions regarding case status.
 - iii. Schedule Court hearings; notify all parties involved including judge and sheriff's department; subpoena witnesses.
 - iv. Receive pleas from Municipal Court defendants on traffic, parking and ordinance violations.
 - v. Attend Municipal Court, monitor proceedings, and caused proceedings to be transcribed and reported as needed.
 - vi. Write needed correspondence, schedule any continuances, and prepare default paperwork and warrant issuances as needed.
 - vii. Collect fees, fines and other payments, and make arrangements for fee schedules as needed; issue receipts and safeguard monies and receipt copies to be delivered to Treasurer.
 - viii. Send motor vehicle citation and fine payment information to the Colorado Department of Motor Vehicles Division as soon as citation is paid or fee schedule is set up, within four days of conviction.