

Town of Marble
Regular Meeting of the Board of Trustees
July 2nd, 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. Marble Charter School COVID Task Force Report, Gina Mile
- E. Discussion of Black Lives Matter movement, Emma
- F. Discussion of spray paint tagging on streets, Ryan
- G. Administrator Report
 - a. Discussion of continuity of government during COVID, Ron
 - b. Consider approval Slow Groovin 2020 Liquor License, Ron
 - c. Current bills payable July 2nd, 2020, Ron
 - d. 2021 budget timeline, Ron
- H. Land Use Issues
 - a. Update of broadband proposal, Visionary Networks, Ron
 - b. Other
- I. Old Business
 - a. Other
- J. New Business
 - a. Other
- K. Adjourn

Marble Water Board Meeting
July 2nd, 2020

- A. Call to order & roll call
- B. Consider for approval Resolution # 2-2020 approving 2020 water assessment
- C. Other Business
- D. Adjourn

Minutes of the Town of Marble
Regular Meeting of the Board of Trustees
June 4th, 2020

A. Call to order & roll call of the Regular Meeting of the Board of Trustees – Mayor Ryan Vinciguerra called the meeting to order at 6:53 p.m. Present: Larry Good, Emma Bielski. Absent: Tim Hunter. Also present: Ron Leach, Town Administrator, Terry Langley, minutes and Kendall Burgemeister, town attorney (attending via telephone).

Ryan Vinciguerra made a motion to go into Executive session pursuant to CRS 24-6-402(4)(b) to receive legal advice regarding Lawrence pit privy and Case No. 20CV30012. Larry Good seconded and the motion passed unanimously. The board went into executive session at 6:54 p.m. The executive session ended at 7:15 p.m. Because this was attorney/client privileged communication, no minutes were taken.

Ryan Vinciguerra made a motion to go back into the regular meeting. Larry Good seconded and the motion passed unanimously. The regular meeting reconvened at 7:15 p.m.

B. Approve previous minutes – Larry Good made a motion to approve the minutes from the following meetings: Regular Meeting, May 7; Work Session, May 14 and Special Meeting, May 18. Emma Bielski seconded and the motion passed unanimously.

C. Mayor's comments

D. Administrator Report

a. Current bills payable June 4th, 2020, Ron – bills are listed in the packet on page 29. Two additional bills include \$100 to Crystal Echo for advertising and \$500 to Corinne Truesdale for a stipend for Lead King Loop work. Emma Bielski made a motion to approve and pay the bills. Larry Good seconded and the motion passed unanimously.

b. Discussion of continuity of government during COVID, Ron

i. Mill Site Bathrooms – Ron reported that he and Charlie Manus are agreeable to opening the public restrooms. The proper equipment has been procured. The board agreed to open the restrooms. Discussion of a porta potty in Thompson Park followed. The board agreed and it was decided to clean the handles twice a day. Larry Good made a motion to direct Ron to order a porta potty for Thompson Park through September. Emma Bielski seconded and the motion passed unanimously.

ii. Signs - Changing the wording on the traffic sign was discussed. Mike Yellico recommended "Please Visit Responsibly." He reported that John Groves was beginning to enforce fishing regulations. Further discussion of the sign wording followed and Please Visit Responsibly was agreed upon.

iii. Recycling – It was agreed to again solicit volunteers for the recycling program.

E. Land Use Issues

a. Discussion of proposed access agreement, Huck Huckstep – Huck and Jim Maynard attended by phone. After the last meeting, Huck looked at two major concerns: approval of the SBA and more

detail on the proposed use of the site. He is in communication with an SBA attorney and an SBA official in Washington DC and feels like it is moving in the right direction. Huck sent a power point pdf file earlier today with a very preliminary idea of what Mr. Maynard would like to do with the property. Ryan asked about the private campground included in the plan. Mr. Maynard said that this is just an idea. Larry asked if this would be a commercial campground or a friends/family campground for private use. And was told it would be similar to a KOA. Ryan said that he felt this was too impactful. He would want any structure to have as small an impact as possible. Huck asked for feedback from the rest of the board. Larry's first impression is that he likes the idea, but as a representative of the people of Marble he feels that they would not be in favor. Emma asked about any geo-technical surveying that had been done. Huck said that a geo-technical engineer from Kumar and Associates, has been on site but no report or technical investigation had been done. Jim said that they preliminarily feel it is a buildable site. Emma asked about the statement in the plan that this would offer opportunities to expand the Mill Site Park and the disc golf course. Jim explained that this was a concept that access would offer. Mike Yellico asked if there was suitable land for a septic system. Huck said that they would comply with Gunnison County regulations. Mike asked how quickly they are trying to move forward. Huck explained that they are waiting to hear from the SBA as to their feelings about granting access. At that point they would come to Marble with a request for an easement and a discussion about an augmentation pond. He asked if there would be any interest from the town in annexing the property. Mike wondered if they are asking about annexation with the idea that Marble would be easier to work with than Gunnison County. Huck explained that this was just an idea and that had not been taken into consideration at this point. Jim explained that they have had preliminary conversations with the county and that their feedback is not negative. Ryan said he has not found many negatives to granting the easement but would prefer a private residence over a commercial use. Further work needs to be done on the feasibility of an augmentation pond. Huck asked what language the SBA should use. Ryan explained that the town just needs to know that the SBA does not have a problem with the town granting an easement and that it would not be in violation of the deed restriction. Ryan explained that the proposed commercial campground is something he wants to make sure the SBA does not have a problem with. Jim asked if the SBA approved the easement with the campground, if that would influence the town. Emma explained that they have had a very short time to review this plan and that they need more time. Larry again stated that he likes the picture in his mind but that needs to be filtered through the people of Marble and so cannot say yes or no to the proposal. This will be included in next month's agenda.

b. Discussion of broadband proposal, Visionary Networks, Ron – Andrew Eubank, Aaron Macarelli, and Maisie Ramsey of Visionary Networks attended by phone. Ron explained that there has been a lot of very positive movement since the last meeting. They are looking for an understanding and approval for locations of towers. A discussion of possible tower sites and the advantages/disadvantages followed. A land use agreement is necessary so that VN can include that in the grant applications. Aaron reported that fire house would be the best site with the SBA land across the river as second. Andrew said that anything funded by the DOLA grant would be included in phase I so the location must be identified before the grant application. Ron reported that he had been in communication with the Carbondale Fire department and they are in agreement. Larry asked if the selection of the sites would affect the quality and coverage offered to citizens. The fire station site would offer the best and the others would somewhat duplicate that. The fire station site would be enough initially. Emma asked about the matching funds needed for the grant. The DOLA grant funds up to 75% of the project. The remaining 25% could come from VN. If they fund the entire 25%, it would take 10 years for a return on

their investment so partnerships (town/county) would make this more palatable from the grant standpoint. Any funds would need to be available in fiscal year 2021. A discussion of possible profit sharing followed. They will be in contact with Ron for the land use agreement. Ryan suggested exploring an increase in sales tax to generate funds. It is currently 5.9% and surrounding areas are at least 6.9%. Ron said this should be on the July agenda with a public meeting in August. The county clerk should be informed that this is being contemplated.

F. Old Business

a. Parks committee report, Amber – Emma reported that Mike has cut down several dead cottonwoods. He asked for direction on what to do with the wood. Ron recommended moving them to the ice rink to use for the New Year's bonfire. Larry Good made a motion to use \$400 for equipment to aid in the moving. Emma Bielski seconded and the motion passed unanimously.

b. Other – Hub opening – Ron reported that there was some desire to open the Hub. The board agreed that this was not a good idea.

G. New Business

a. Consider approval Slow Groovin 2020 Liquor License, Ron – Ryan would have had to recuse himself, leaving the meeting with a lack of a quorum. The issue was tabled.

b. Other – Ron asked the town to waive the business license fees to support the businesses. He also proposed waiving the Slow Groovin' lease fees. Emma moved to waive 2020 business license fees. Larry Good seconded and the motion passed unanimously. The Slow Groovin' lease was tabled due to Ryan having to recuse himself resulting in the lack of a quorum.

c. Emma addressed the recent Gunnison County survey and the piece at the end regarding mental health issues around COVID. She would like to compile mental health resources to be placed on the website. The board is in agreement.

d. Ron reported on the Marble Charter School task force addressing COVID and issues for the next school year. They will be looking for support and partnership (funds) from the town. They will be making a presentation next month.

e. Corinne reported on the plans for the local surveys/meetings. She asked for ways to publicize these and she got several ideas.

H. Adjourn – Larry Good made a motion to adjourn. Emma Bielski seconded and the motion passed unanimously. The meeting was adjourned 9:20 p.m.

Respectfully submitted,
Terry Langley

CARES ACT COLLABORATION AGREEMENT

This Agreement ("Agreement") made effective this 24 day of June, 2020, is by and between the Board of County Commissioners of Gunnison County, Colorado; the Town of Crested Butte, Colorado; the City of Gunnison, Colorado; the Town of Marble, Colorado; the Town of Mt. Crested Butte, Colorado; and the Town of Pitkin, Colorado; collectively known as the Parties.

The Parties hereby agree that the anticipated CARES Act funding in the amount of \$1,498,014 (one million, four-hundred and ninety-eight thousand, and fourteen dollars) due from the State of Colorado will be collected by Gunnison County and then redistributed as follows:

Gunnison County	\$	759,640.67
Crested Butte	\$	155,915.70
Gunnison	\$	224,576.87
Marble	\$	9,566.85
Mt. Crested Butte	\$	62,541.53
Pitkin	\$	4,926.22
Remaining Funds (see below)	\$	<u>280,846.16</u>
TOTAL	\$	1,498,014.00

The Parties agree that the above distribution was determined by considering actual expenditures for each entity, as well as known upcoming expenditures, with exception to utilization of population figures to determine the allocations for both Marble and Pitkin.

The Parties further agree that the remaining balance of \$280,846.16, as noted above, and any other balances that result from budget changes to the expenses represented in the distribution figures will be allocated by majority vote of the Parties with a priority given to direct public health expenditures followed by other eligible expenses.

All notices, meetings and votes may be conducted electronically by the following entity representatives or their designees:

Gunnison County: Matthew Birnie, County Manager
 mbirnie@gunnisoncounty.org
 200 E. Virginia; Gunnison, CO 81230

Town of Crested Butte: Dara MacDonald, Town Manager
 dmacdonald@crestedbutte-co.gov
 PO Box 39; Crested Butte, CO 81224

City of Gunnison: Russ Forrest, City Manager
 rforrest@gunnisonco.gov
 PO Box 239; Gunnison, CO 81230

Town of Marble: Ron Leach, Town Administrator
 leach@townofmarble.com
 322 West Park Street; Marble, CO 81623

Submit to Local Licensing Authority

**SLOW GROOVIN BBQ
101 W 1ST STREET
Marble CO 81623**

Fees Due		
Renewal Fee		500.00
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name SLOW GROOVIN BBQ LLC			Doing Business As Name (DBA) SLOW GROOVIN BBQ	
Liquor License # 03-03223	License Type Hotel & Restaurant	Sales Tax License # 2559641	Expiration Date 08/04/2020	Due Date 06/20/2020
Business Address 101 W 1ST STREET Marble CO 81623			Phone Number 9709634090	
Mailing Address 101 W 1ST STREET Marble CO 81623			Email <i>Ryan.Viniquerra@gmail.com</i>	
Operating Manager <i>Ryan Viniquerra</i>	Date of Birth <i>7/1/83</i>	Home Address <i>101 W 1st St Marble CO 81623</i>		Phone Number <i>970 948 8576</i>
<p>1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <i>April 2024</i></p>				
<p>2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>				

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge

Type or Print Name of Applicant/Authorized Agent of Business

Title

Signature *KYAN VINCIGUIERRA**Partner**[Handwritten Signature]*Date *5/17/20***Report & Approval of City or County Licensing Authority**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Date

Signature

Title

Attest

My business partner and I have interest in 2 other Restaurants that have active liquor licenses.

Slow Groovin BBQ Snowmass LLC and Propaganda Pie LLC

BEFORE THE EXECUTIVE DIRECTOR, DEPARTMENT OF REVENUE

STATE OF COLORADO

STIPULATION, AGREEMENT, AND ORDER
SA 19-GJ-57

IN THE MATTER OF:

**SLOW GROOVIN BBQ LLC
D/B/A SLOW GROOVIN BBQ
101 WEST 1ST STREET
MARBLE, COLORADO 81623**

Hotel & Restaurant License No. 03-03223

The State of Colorado, Liquor Enforcement Division ("Division") and Slow Groovin BBQ LLC, d/b a Slow Groovin BBQ, 101 West 1st Street, Marble, Colorado 81623 ("Licensee") hereby stipulate and agree as follows:

1. Licensee has been the subject of an investigation conducted by the Division. Agents of the Division allege violations of the Colorado Liquor Rules, Regulation 47-918(A), C.C.R. 203-2.

IT IS ALLEGED THAT:

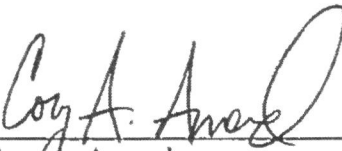
- A. On September 12, 2019 the Licensee, by and through its owner, Ryan Vinciguerra, permitted a patron to leave the licensed premises with an unsealed container of malt liquor and no warning signs were posted on the premises as provided in 44-3-901(10)(a)(II)(A).
- B. This Licensee entered into an Assurance of Voluntary Compliance, (19-GJ-016) approved on July 29, 2019 ("AVC") in which the licensee agreed to "Immediately cease alcohol sales outside of the licensed premises and not allow customers to leave licensed premises with alcoholic beverages" and pay a \$500.00 fine.
- C. The violation alleged in paragraph (A) of this section occurred within the one-year period of the approved AVC.
- D. This case is considered aggravated as the owner, Ryan Vinciguerra, was present during the time of the violation and could have stopped the violation from occurring.

2. Licensee acknowledges receipt of sufficient notice, advisement of rights, and process of the proceedings and wishes to resolve all issues which were the subject of the investigation, by entering into this Stipulation, Agreement, and Order ("Order").
3. The Division and Licensee have discussed the merits of the investigation and allegations, and they have come to a mutual agreement and understanding to jointly propose to the State Licensing Authority a resolution of the allegations in lieu of proceeding to the issuance by the State Licensing Authority of an Order to Show Cause and conducting a hearing to determine the merits of such allegations. The terms and conditions of this Order are subject to approval by the State Licensing Authority.
4. Licensee admits the violations as alleged above in paragraph 1.
5. Licensee agrees, in lieu of the issuance of an Order to Show Cause, and subsequent proceedings, to submit to the following sanctions:
 - A. A **eight (8) day** suspension of Licensee's **Hotel & Restaurant license** to take place as follows:
 - i. License to be actively suspended for **three (3) days** from 12:01 a.m. on **February 28, 2020** until 11:59 p.m. on **March 1, 2020**.
 - ii. During any period of active license suspension, Licensee shall post signs on its premises in compliance with Regulation 47-600(F), 1 C.C.R. 203-2.
 - iii. **Five (5) days** of the suspension to be held in abeyance for a period of one (1) year, from the date of approval of this agreement by the state licensing authority, pending no further violations of the Colorado Liquor Code during this period.
6. The Licensee has filed a written petition to the Division in accordance with 44-3-601(3), C.R.S. requesting that the Licensee be allowed to pay a fine in lieu of active suspension in paragraph 5(A)(i). The Division finds that the petition supports the following:
 - A. That the public welfare and morals would not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes; and


- B. That the books and records of the Licensee are kept in such a manner that loss of sales of alcohol beverages which the Licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy.
7. The parties agree that the fine shall be the equivalent of twenty percent (20%) of the Licensee's estimated gross revenues from the sales of alcohol beverages during a period of three(3) days, except that the fine shall not be less than two hundred dollars (\$200.00) nor more than five thousand dollars (\$5,000.00). The parties agree that the average days' sales for the month of September 2019 shall be the appropriate measure of said estimated gross revenues. Based upon these records, the amount of the fine has been determined to be \$1,015.96.
- A. Payment of the fine pursuant to the provisions of this agreement shall be in the form of a **certified check or a cashier's check** made payable to the Colorado Department of Revenue. Said fine shall be paid and mailed to the Department of Revenue, Attn: Liquor Enforcement Division, P.O. Box 17087, Denver, Colorado 80217-0087, on or before **February 14, 2020**.
- B. Upon the timely payment of the fine agreed upon in this paragraph, Licensee's three (3) day suspension as set forth in paragraph 5(A)(i) of this stipulation and agreement shall be deemed automatically permanently stayed.
- C. If the Licensee fails to make payment in a timely manner as detailed in this paragraph, the full three (3) day suspension shall be served as detailed in paragraph 5.
8. This Order shall be admissible as evidence in future proceedings concerning any alleged violation of this Order. The matters at issue in said future proceeding shall be limited to the question of whether or not Licensee has failed to comply with the terms of this Order. Any issues relating to the underlying complaint or investigation that formed the basis for action against Licensee (and any defenses that Licensee may have to such complaint and investigation) shall specifically not be at issue in the proceeding against Licensee for failing to comply with the terms of this Order. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are proven, or Licensee enters into a stipulation in lieu of hearing in which it admits such allegations, the State Licensing Authority shall, in addition to any other penalty imposed, order Licensee to serve all or any days of suspension presently held in abeyance pursuant to this agreement. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are unproven, then the Division shall take no further action and this Order shall remain operative and in full force and effect.

9. Upon execution by all parties, this Order and all its terms shall have the same force and effect as an order entered after a formal hearing pursuant to § 44-3-601, C.R.S., except that it may not be appealed. Failure to comply with the terms of this Order may be sanctioned by the State Licensing Authority as set forth in §§44-3-103(19)(b) and 44-3-601, C.R.S.
10. Licensee expressly agrees and acknowledges that Licensee has entered into this Order knowingly and voluntarily. Licensee acknowledges that the terms of this Order were mutually negotiated and agreed upon. After the opportunity to consult with legal counsel, Licensee affirms that Licensee has read this Order and fully understands its nature, meaning and content. Licensee agrees that upon execution of this Order, no subsequent action or assertion shall be maintained or pursued by Licensee asserting the invalidity in any manner of this Order.
11. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Order shall be given full force and effect.
12. Licensee understands and knowingly and voluntarily enters into this Order. Licensee further understands and knowingly and voluntarily waives the following rights:
 - A. The right to a formal disciplinary hearing on the merits of the matters forming the basis of this Order and the right to require the State Licensing Authority to meet its burden of proof in a formal hearing;
 - B. The right to cross-examine all witnesses against Licensee at a formal hearing;
 - C. The right to subpoena witnesses, present evidence and to testify on Licensee's own behalf at a formal hearing;
 - D. The right to be represented by counsel of Licensee's own choosing and at Licensee's expense at any stage of this proceeding;
 - E. The right to engage in pre-hearing discovery of the State Licensing Authority's evidence; and
 - F. The right to appeal this Order.

13. All the costs and expenses incurred by Licensee to comply with this Order shall be the sole responsibility of the Licensee, and shall not in any way be the obligation of the Division.
14. This Order shall be effective on the date approved and ordered by the Executive Director of the Department of Revenue, as the State Licensing Authority. Should the State Licensing Authority reject the terms hereof, Respondent's admissions herein shall be withdrawn, and the matter scheduled for a hearing after issuance of an Order to Show Cause.
15. Upon approval and order of the State Licensing Authority, this Order shall become a permanent part of the record, and shall be open to public inspection and published pursuant to the Division's standard policies and procedures or applicable law.

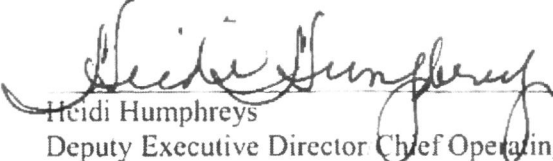


Cory A. Amend
Interim Director
Liquor Enforcement Division
1/27/2020
Date



Ryan Vinciguerra
Slow Groovin BBQ LLC
1/16/20
Date

APPROVED and ORDERED this 29th day of January 2020.



Heidi Humphreys
Deputy Executive Director Chief Operating Officer
Department of Revenue
State Licensing Authority


Telecopy or electronic versions of this stipulation which contain telecopy facsimiles of signatures shall be deemed duplicate executed originals of this stipulation. This stipulation may be executed in counterparts and delivered by facsimile, U.S. Mail (or private carrier), or .pdf transmission.

Stipulation, Agreement, and Order
Slow Groovin BBQ
Grand Junction Office
Page 6

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **STIPULATION, AGREEMENT, AND ORDER** was placed in the United States Mail on JANUARY THIRTIETH, 2020, addressed as follows:

Slow Groovin BBQ LLC D/B/A Slow Groovin BBQ 101 West 1st Street Marble, Colorado 81623	Liquor Enforcement Division P.O. Box 17087 Denver, CO 80217-0087 chris.manning@state.co.us
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By: 
Allie Pritchard



Dear Members of the Colorado Broadband Deployment Board,

Carbondale & Rural Protection District is writing this letter of support for Visionary Broadband's application for grant funding with the State High cost Support Mechanism. We back this application, as it will support and enhance Visionary's existing network in our region and will contribute to the continued expansion of an advanced network in the surrounding areas.

We welcome efforts from Visionary to improve or expand services in our area. The planned expansion of broadband and communication services is long overdue in bringing adequate services to our unserved and underserved people. Many of our area's households and businesses have far less than the FCC defined, minimum broadband service of 25Mbps download and 3Mbps upload, and many have no access to service – at all. The availability of Visionary providing services at or above the FCC definition, at affordable rates, will have an enormous impact in terms of economic benefit, and also in bringing broadband to our underserved area.

Advanced broadband services will enable further efforts for improving education for our students, allowing them to do homework and research in the best environment. It will also allow many of our residents who do any work out of their home to stay in the area and run or be a part of a 21st-century business.

While we value our current service providers in the region, we recognize that our area will never create the return-on-investment needed by these companies as they exist currently to provide broadband service to the minimum defined levels. We are confident; however, that the construction of an advanced network by Visionary Broadband in the region will provide long-term solutions to our connectivity issues, economic, and educational challenges.

I am happy, on behalf of Carbondale & Rural Protection District, to support Visionary's application for grant funding, and we hope that the committee looks favorably upon this request.

Best Regards,

Rob Goodwin
Fire Chief
rgoodwin@carbondalearfire.org



Letter of Land Use Commitment

June 24, 2020

Town of Marble
322 West Park St.
Marble, CO 81623

To whom it may concern:

Pending a mutually agreed upon agreement between Visionary Broadband, the Town of Marble, and the Carbondale and Rural Fire Protection District, this letter serves as a firm commitment to allow Visionary usage of Town property located at coordinates 39.069984,-107.190902 for purposes of constructing a fixed wireless site comprised of a 30' tower at the Carbondale and Rural Fire Protection District building with the address of 300 W Park St, Marble, CO 81623.

The tower, shelter and network elements on this property will be used to provide and expand access to high-quality fixed wireless broadband service to our unserved rural community. In the event that the Colorado Department of Regulatory Agencies awards Visionary Broadband grant monies to deploy broadband internet access in the Town of Marble, we commit to allow usage of any easements, land access and power access necessary for successful project completion, subject to pending formal agreements.

After reviewing preliminary site estimates and associated agreement templates, we are prepared to reach a formal agreement with Visionary Broadband following grant award funding. We are confident in Visionary's ability to provide excellent broadband in our unserved community and look forward to our future partnership.

Best regards,

A handwritten signature in black ink, appearing to read "Rob Goodwin". The signature is fluid and cursive, written over a horizontal line.

Rob Goodwin
Fire Chief
rgoodwin@carbondalefire.org

Town of Marble
Resolution Number 2
Series of 2020

A RESOLUTION OF THE TOWN OF MARBLE, ACTING THROUGH THE TOWN OF
MARBLE WATER BOARD, SETTING A WATER FEE AND ESTABLISHING OTHER
REQUIREMENTS REGARDING PAYMENT OF THE SAME.

WHEREAS:

- A. The Town of Marble Water Board (“Water Board”) was created by the Town of Marble (the “Town”) by Ordinance 2002-7, pursuant to C.R.S. § 31-35-501 et seq.;
- B. The Water Board is authorized by C.R.S. § 31-35-506(e) to make and pass resolutions on behalf of the Town;
- C. The Water Board is organized as a water activity enterprise pursuant to C.R.S. § 37-45.1-101 et seq.;
- D. C.R.S. § 31-20-105 authorizes the Town to collect delinquent assessments by causing the same to be certified to the treasurer of the county and be collected and paid over by the treasurer of the county in the same manner as taxes;
- E. Town Ordinance 2009-2 provides that assessments which are not paid within 60 days of the due date shall be certified to county treasurer, along with all applicable late fees, interest, and costs of collection;
- F. The Town, acting through the Water Board, is authorized by statute to assess and collect revenues for the payment of expenses;
- G. The Water Board finds that it is in the interest of the public health, safety and welfare to assess a water fee to pay for a water supply system to provide a water supply for fire protection for the Town;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF MARBLE WATER BOARD
THAT:

1. The Water Board hereby sets the fees for the provision of additional water for fire protection at \$130 per parcel as those parcels are defined by the County Assessor of the County of Gunnison and as modified herein;
2. Because the Town considers up to 8 contiguous lots owned by the same individual to be merged for the purpose of developing said lot the following definition of parcel shall apply for the purposes of this Resolution: Up to that number of lots that comprise up to a total of .5 acres that are contiguous and owned by the same person;
3. Such fees shall be due and payable to the Water Board 30 days after mailing of invoices by the Water Board;

4. Staff shall issue invoices to the parcel owners by sending such invoices the registered address as is on file with the County Assessor;
5. All land owned by the Town shall be exempt from the provisions of this Resolution;
6. In the event that an assessed property owner fails to timely pay said assessment, a late fee of \$40 shall be added to the assessment after 30 days past due;
7. Additionally, in the event that an assessed property owner fails to timely pay said assessment, interest shall be added to the assessment in the amount of 1% per month, compounded monthly;
8. In the event that said property owner fails or refuses to pay said assessment within 60 days of the due date, said assessment shall be collected in accordance with the law of the State of Colorado, including by not limited to certification to the Gunnison County Assessor for collection as a tax pursuant to C.R.S. § 31-20-105 and Town Ordinance 2009-2.
9. This resolution shall take effect upon passage.

INTRODUCED, READ, AND ADOPTED this ____ day of _____, 2019, by a vote of _____ in favor and _____ opposed.

TOWN OF MARBLE:

Ryan Vinciguerra, Mayor

ATTEST:

Ron Leach, Clerk