

Town of Marble
Regular Meeting of the Board of Trustees
April 2nd, 2020

7:00 P.M.

Marble Community Church, 121 W. State St. Marble, Colorado
Agenda

NOTICE:

DUE TO THE CURRENT COVID SITUATION AND RESTRICTIONS, THE APRIL 2ND MEETING OF THE MARBLE BOARD OF TRUSTEES WILL BE HELD VIA CONFERENCE CALL ON THE REGULAR DATE & TIME. THE CONFERENCE CALL IS OPEN TO THE PUBLIC TO CALL IN.

CONFERENCE CALL #

605-472-5283

ACCESS CODE

447695

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
 - a. Discussion of Covid matters and Town of Marble plans and concerns
- D. Administrator Report
 - a. Current bills payable April 2, 2020, Ron
 - b. Discussion of advertising plan for Trustee replacement for Charlie's seat
- E. Land Use Issues
 - a. Consider approval Carbondale Fire District Station building inspection contract, Ron
 - b. Richard Wells building permit application for foundation work, Ron
 - c. Other
- F. Old Business
- G. New Business
 - a. Other
- H. Adjourn

Town of Marble
Minutes of the Regular Meeting of the Board of Trustees
March 5th, 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 7:08 p.m. Present: Ryan Vinciguerra, Tim Hunter, Larry Good and Emma Bielski. Absent: Charlie Manus (arrived at 7:40 p.m. Also present: Ron Leach, Town Administrator and Terry Langley, minutes.

B. Approve previous minutes – Emma Bielski made a motion to approve the Feb. 6 minutes. Larry Good seconded and the motion passed unanimously.

C. Mayor's comments – none.

D. Administrator Report

a. Current bills payable March 5, 2020, Ron – The bills are listed on page 10 of the packet. The payment to the Colorado River district is for the matching grant. Ryan asked about the deposits going into the money market and Ron explained that these are automatic payments from the State of Colorado. Larry Good made a motion to approve payment of the bills. Tim Hunter seconded and the motion passed unanimously.

b. Other – Ron reported that the total balance of \$353,903 in March 2019 is just below what we have today. This means the budget is holding steady, but large projects need to be looked at carefully. Emma said that the budget could be worked for big projects if needed.

E. Land Use Issues

a. Building permit application for Beamon residence, Jeff Peterson & Chris Cox – Jeff said that they are not applying yet, but are just presenting the proposed project. The property is at 16 Carbonate and will be a single-family home. They will be meeting setbacks, septic and other requirements. Tim asked about the existing well location in relation to the electric box.

b. Carbondale Fire District Station building permit conditions, Ron – Ron said that the plans are not totally complete at this point. He just wants the board to know that the town will need to hire a building inspector because the town does not have anyone qualified to inspect a commercial building. The town will pay the fees and the fire department will reimburse the town. Ron estimates cost of \$6,000.00. The board had previously discussed waiving permit fees required by the town, but Ron feels that a hard cost like this should be passed on to the fire department. The board agreed to waive in-house fees but to bill for permit fees the town has to pay out. With the project happening this summer, and the need for space for equipment and materials, they may need space outside of their lease. The board needs to begin to think about how they will accommodate the needs of the building project. Mark Chain said the fire department and the general contractor are aware of and are working on these issues. Several alternatives were suggested and discussed. These included asking workers to carpool, entering on West Park Street, utilizing the basketball court for the construction trailer, parking below the campground. leasing the paid parking spots to the general contractor, using the old skating rink for parking and talking to the quarry about using some of their space. Ron suggests having a construction

management plan in place before a building permit is approved. Ron said that the equipment in the existing building has to come out and he requested using the town building for temporary storage.

c. Non-Conforming lot OWTS discussion, Larry – Larry Good wanted to initiate discussion regarding the fact that the town passed lot size restrictions in 1998 and OWTS guidelines several years later. The Lawrence variance request pointed out the need to take another look at the town's responsibility regarding safety and preservation of resources in regard to septic systems. He feels the board owes the town some more clarity regarding town codes and regulations. He would like to identify what circumstances would allow a variance. He would like to reevaluate some of the ordinances to ensure that they reflect the direction the town wants to move. Tim agreed that there needs to be clarity, particularly in regard to old systems that will eventually need upgrading or repair. Emma suggested some professional development training regarding best practices for small towns. Ryan said there are some things that have been adopted by the town but not enforced and these should be included in any review. These include a three-year inspection and the transfer of ownership inspections. The board was asked about process regarding other things, such as removing trees. Tim said there is on town of right of ways but not on private property. Vince Savage said that there used to be a requirement that any tree bigger than 6" in diameter required a permit to remove. He said that he was just in another town with great density, but they have a central sewer system and that would absolve land owners from not being able to use their property. Tim said they did a feasibility study for municipal sewer in the mid-1980s and it was cost prohibitive. He said that an expanded water system would mean that septic systems would not be affected by well locations. Citizens encouraged the board to reexamine the ordinances. Emma asked that Ron look into training opportunities and report back next month.

F. Old Business

a. Jail House restoration project status report, Emma – Emma reported that the jailhouse was nominated as a historical structure in 2016 with both the state and county. They are one historical designation and one grant in. She is working on a competitive grant for just over \$100,000. The town will be responsible for a 25% match. She needs letters of support, particularly from the town and she would like it to include that the town pledges \$5,000 (which was budgeted) toward the project to reflect the town's commitment to the project. They discovered that they have one of the best preserved and intact cell blocks in the country. She said this is probably a two-summer building project. The competitive grant application gets accepted 30 days after submittal and the grant is awarded 30 days after that. There is also an opportunity to get the cost of writing the grant covered.

b. Road Improvement plan discussion, Emma - Emma said a comprehensive plan needs to be in place before the snow melts so that the town is ready to go as soon as possible. She would like to see a discussion in April. Ryan said that there are several places that need attention and he would like to see a schedule developed. This would include dust mitigation, grading and crowning, culverts and ditches. Mike Yellico suggested talking to CPW and/or the county about dust mitigation and filling in the pot holes for the Beaver Lake parking lot. Emma suggested lane marking on CR 3 through town. Ryan will bring a proposal to the April meeting.

c. Park Committee Report – Amber – The committee is Amber McMahill, Mike Yellico, Brent Compton, Marja Johnson O'Connor, Alex Menard and Andrew Mile. They worked on committee structure, ideas for funding sources (grants) and projects. She presented a list of projects that they think can accomplish this summer, including upgrading the stage in the park, building a storage shed, weed mitigation in the

park and right of ways and on town property, MarbleFest (Aug 15/16), Emma said that they had an insurance/liability assessment and she asked that the park committee look at taking on safety issues/signage in the park. Longer term projects include land acquisition and possibly partnering with the symposium, work with the AVLT for a master plan for Thompson Park, complete the disc golf course, identify a water source for the lower park, explore winter recreation options. They are not asking for any funds, but are asking for permission to further explore the projects. Tim Hunter will serve as the town representative on the committee. Emma asked, in light of the jail restoration project, that they look at relocating the horseshoe pit in Thompson Park. Mike asked that the town work with them to relocate the first two disc golf holes for the fire station construction.

d. Lead King Loop Committee report, Corinne & Ron – Corinne Truesdale presented a slide show to the LKL committee in January and she showed that to the council. This included an overview of the historical and contemporary uses and users of the loop, geographic influences, environmental factors, and economic/tourism factors. Her next steps will include identifying capabilities of the town, surveying tourists and residents and data collection on the loop. Emma asked how the work would be transitioned when Corinne graduates in August. Corinne said there was a possibility for Marble continue to work with Western State and other students.

e. Consider approval of letter to Chris Lawrence regarding denial of OWTS appeal, Ron – Charlie Manus made a motion to approve the letter as written. Tim Hunter seconded and the motion passed unanimously. The letter will be mailed tomorrow.

G. New Business

a. Other – Madeline Wiener made a presentation about the Marble Symposium which began 32 years ago. They average 35-45 students for each of three sessions per year. They are self-sufficient. They have received a complaint concerning noise and dust and this person has filed in injunction. They are close to settling this lawsuit and this may include buying the land in question which has been appraised at \$360,000. The land includes some historical structures from the finish mill. Emma said that there are land acquisition grants available for historical lands.

b. Tim would like to survey town residents concerning what projects they would like to see the board working on.

c. Chris Cox asked about the tourism web site and who is in charge as there is a picture of the Crystal Mill that he would like removed.

I. Adjourn – Larry Good made a motion to adjourn. Emma Bielski seconded and the motion passed unanimously. The meeting was adjourned at 10:15 p.m.

Respectfully submitted,

Terry Langley

Town of Marble
Balance Sheet
As of April 3, 2020

	<u>Apr 3, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
*General Fund -0240	4,283.19
Campground Account -6981	132,829.41
Money Market -1084	58,793.47
Severance/Mineral Proceeds-6157	148,982.53
Water Fees -0873	19,036.16
Total Checking/Savings	<u>363,924.76</u>
Total Current Assets	<u>363,924.76</u>
TOTAL ASSETS	<u><u>363,924.76</u></u>
LIABILITIES & EQUITY	0.00

Town of Marble
Deposit Detail-General Fund
March 6 through April 3, 2020

Date	Name	Memo	Account	Amount
04/02/2020		Deposit	*General Fund -0240	500.00
	Carbondale Fire District	Deposit	Building Permits	-500.00
TOTAL				-500.00
04/02/2020		Deposit	*General Fund -0240	300.00
	Colorado Stone Quarry CSQ	Deposit	CSQ Maintenance Payments	-300.00
TOTAL				-300.00
04/02/2020		Deposit	*General Fund -0240	360.62
	Colorado Department of Re...	Deposit	Conservation Trust Income - ...	-360.62
TOTAL				-360.62
04/02/2020		Deposit	*General Fund -0240	375.41
	Gunnison County	Deposit	General Sales Tax	-375.41
TOTAL				-375.41

Town of Marble
Deposit Detail-Money Market Fund
March 6 through April 2, 2020

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
04/02/2020		Deposit	Money Market -1084	52.00
	Gunnison County	Deposit	Additional License Tax	-52.00
TOTAL				-52.00
04/02/2020		Deposit	Money Market -1084	1,141.17
	Gunnison County	Deposit	General Property Tax	-1,141.17
TOTAL				-1,141.17
04/02/2020		Deposit	Money Market -1084	107.36
	Gunnison County	Deposit	Specific Ownership Tax	-107.36
TOTAL				-107.36
04/02/2020		Deposit	Money Market -1084	27.49
	Gunnison County	Deposit	Specific Ownership Tax	-27.49
TOTAL				-27.49
04/02/2020		Deposit	Money Market -1084	23.34
	Gunnison County	Deposit	Treasurers Fees	-23.34
TOTAL				-23.34
04/02/2020		Deposit	Money Market -1084	36.00
	Gunnison County	Deposit	Additional License Tax	-36.00
TOTAL				-36.00
04/02/2020		Deposit	Money Market -1084	7,291.93
	Gunnison County	Deposit	General Property Tax	-7,291.93
TOTAL				-7,291.93
04/02/2020		Deposit	Money Market -1084	102.27
	Gunnison County	Deposit	Specific Ownership Tax	-102.27
TOTAL				-102.27
04/02/2020		Deposit	Money Market -1084	8.82
	Gunnison County	Deposit	Specific Ownership Tax	-8.82
TOTAL				-8.82
04/02/2020		Deposit	Money Market -1084	146.18
	Gunnison County	Deposit	Treasurers Fees	-146.18
TOTAL				-146.18

Town of Marble
Check Register
April 2020

<u>Num</u>	<u>Date</u>	<u>Amount</u>
Alpine Bank	04/02/2020	-1,015.54
Century Link	04/02/2020	-425.85
Colorado Mountain News Media	04/02/2020	-13.61
Holy Cross Electric	04/02/2020	-115.59
Law of the Rockies	04/02/2020	-3,163.50
Marble Community Church	04/02/2020	-50.00
Marble Water Company	04/02/2020	-130.00
Mountain Pest Control, Inc.	04/02/2020	-50.00
Strong Structures Ltd.	04/02/2020	-130.55
Terry Langley	04/02/2020	-89.25
Valley Garbage Solution, LLC	04/02/2020	-213.00

03/30/20

Town of Marble
Payroll Report
March 6 through April 30, 2020

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Type</u>	<u>Amount</u>
United States Treasury 03/30/2020	10796	United States Treasury	Liability Check	-879.28
Total United States Treasury				-879.28
Charles R Manus 04/01/2020	10794	Charles R Manus	Paycheck	-360.17
Total Charles R Manus				-360.17
Ronald S Leach 04/01/2020	10795	Ronald S Leach	Paycheck	-2,492.20
Total Ronald S Leach				-2,492.20
TOTAL				<u><u>-3,731.65</u></u>

**AGREEMENT FOR PROFESSIONAL SERVICES
Fire Station Plan Review and Inspection Services**

This AGREEMENT FOR PROFESSIONAL SERVICES is made this ____ day of ____ 2020 between the **TOWN OF MARBLE**, a municipality under the laws of the state of Colorado ("Town"), and **CADFISH, LLC**, a Colorado limited liability company ("Contractor").

WHEREAS, the Town desires that Contractor perform plan review and inspection services pertaining to the fire station construction project as an independent contractor, in accordance with the provisions of this Agreement; and

WHEREAS, Contractor represents that it has the expertise and background necessary and desires to perform such duties pursuant to the terms and conditions provided for in this Agreement.

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Scope of Agreement. Contractor agrees to provide the Town with the professional services set forth on Exhibit A (Scope of Work).
2. Consideration.
 - a. The Plan Review services described in Exhibit A will be provided for a fixed fee amount of **\$2,300.00**. The Town shall pay an initial payment of \$500 in order to commence work. This payment shall be credited to the final payment. The final payment shall be made to Cadfish LLC upon completion of the initial review and upon providing the Plan Review Correction List as necessary, the Code Analysis from Plans Analyst and Cadfish LLC, and the General Conditions of Permit.
 - b. The Inspection services described in Exhibit A, meetings, and additional services requested by the Town will be billed at **\$ 90 / hour**. Travel time to and from Marble (2 hours round trip from Cadfish LLC office to Marble) will be billed at \$90 / hr. No additional fees for gas or mileage will be charged. Hourly billings will be submitted on the 1st and 15th of each month.
 - c. Payments will be due within 28 days of receipt of invoices.
3. Term and Renewal. This Agreement shall be effective as of the date of its execution by both parties and shall extend, subject to annual appropriation, until the Agreement is terminated pursuant to paragraph 10 of this Agreement.
4. Status. The Contractor is an independent contractor and shall not be considered an employee or agent of the Town for any purpose.
5. Ownership of Work Product. The work product prepared under this Agreement shall be the property of the Town.
6. Standard of Care. The standard of care applicable to the Contractor's services will be the

same degree of care, skill, and diligence normally employed by professionals performing the same or similar services.

7. Indemnity, Insurance and Immunity.

a. To the extent permitted by law, except as otherwise stated in this agreement, each party to this Agreement shall hold harmless and indemnify the other party, including the other party's employees, officers, agents, and assigns, from award of damages, to the extent such award of damages arises from the action or inaction of that party or its own officers, employees and agents.

b. Contractor, while acting for the Town in good faith and without malice in the discharge of the duties required by this Agreement, shall not thereby be rendered liable personally and is hereby relieved from personal liability to the Town for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.

c. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the parties would otherwise be entitled.

d. Contractor shall provide proof of general liability insurance to the Town upon execution of this Agreement in an amount of no less than one million dollars per incident.

8. Sub-Contracting and Assignment; Rights of Third Parties. Neither the Town nor Contractor may assign, sublet, sub-contract or transfer any rights or obligations under this Agreement without the written consent of the other. The Contractor's services shall be performed exclusively by Bruce Stolbach, unless the Town provides prior written consent. In the event that an employee or subcontractor is allowed to perform services under this Agreement, Contractor shall comply with paragraph 9, below. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Town and Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Town and Contractor and not for the benefit of any other party.

9. Work By Illegal Aliens Prohibited. In the event that the Town consent to an individual other than Bruce Stolbach (as an employee or subcontractor) to perform services under this Agreement, Contractor shall comply with the requirements of this paragraph.

a. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor warrants, represents, acknowledges, and agrees that:

i. Contractor does not knowingly employ or contract with an illegal alien.

ii. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

iii. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended,

administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9-C shall be null and void if E-Verify is discontinued.

iv. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

v. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

(1) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

vi. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

vii. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

10. Termination. The Town or the Contractor may terminate this Agreement at any time by providing a minimum 28 days' written notice to the other party. Additionally, either Party may terminate this Agreement for cause at any time if the other Party fails to substantially perform in accordance with this Agreement. In the event this Agreement is terminated, the Contractor shall be compensated for all work performed in accordance with this Agreement through the time of termination.

11. Agreement Administration and Notice. For purposes of administering this Agreement, the Town hereby appoints the Town Clerk to represent the Town in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered to the party's respective address or email address as set forth below:

To the Town: Town of Marble
Attn: Town Clerk
322 W. Park St.
Marble, CO 81623
970-963-1938
leach@townofmarble.com

To the Contractor: Cadfish LLC
304 Arlian Road
Carbondale, CO 81623
970-618-0230
cadcode@hotmail.com

12. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

13. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this agreement shall lie in Gunnison County, Colorado.

14. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

15. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of _____, 2020.

TOWN OF MARBLE, COLORADO

By: _____
Ryan Vinciguerra, Mayor

ATTEST:

Ron Leach, Town Clerk

CONTRACTOR: Cadfish LLC

By: _____
Bruce Stolbach

Exhibit A

Scope of Work

PROJECT: Marble Fire Station Building Project designed by A4 Architects LLC dated 1/30/20

SCOPE: Provide Building Code Plan Review and Inspection Services for the Marble Fire Station Building Project designed by A4 Architects LLC dated 1/30/20

PLAN REVIEW SERVICES: Contractor shall provide plan review services for International Building Code 2003 compliance.

1. Cadfish LLC will provide a review of the plans for determining compliance with the International Building Code 2003.
2. General Notes for compliance with the IECC, IPC, IMC and IFGC shall be provided in the Permit Conditions and Analysis provided to the Town and the Carbondale & Rural Fire Protection District by Cadfish LLC. Plan reviews prepared by Cadfish LLC are not prepared by an engineer or architect licensed in the state of Colorado.
3. Per Cadfish LLC typical plan review practices, the structural and mechanical (IMC), plans should be stamped by Structural and Mechanical engineers licensed in the State of Colorado, these plans will not be reviewed by Cadfish LLC except for a cursory spot check review.
4. The plumbing (International Plumbing Code - IPC), and gas piping (International Fuel Gas Code - IFGC) plans and installation will be reviewed and inspected by the State of Colorado.
5. The fire suppression system and alarm system plans, if required, will not be reviewed by Cadfish LLC. These plans shall be reviewed by a third party.
6. Cadfish LLC will not review the plans for International Energy Code (IECC) Compliance as the Town of Marble has not adopted the IECC
7. This proposal by Cadfish LLC does NOT include plan review services for compliance of the plans with the International Fire Code.
8. The electrical plans and installations, except for IBC 2003 exit sign and emergency exit illumination requirements shall be reviewed by the state of Colorado or by others. Cadfish LLC will not review for Electrical Code Compliance.
9. Cadfish LLC will provide a review of the plans for IBC 2003 Building Code using Plans Analyst for the 2003 IBC as a template, provide a Plan Review Correction List as necessary, provide a review up to two (2) responses from the project design professionals, and provide a Code Analysis from Plans Analyst and Cadfish LLC and General Conditions of Permit.

INSPECTION SERVICES: The following inspections required by the 2003 IBC Sec. 110.3, IMC, IPC, IFGC Sec. 107.2, will be provided by Cadfish LLC except as noted:

1. Footing inspection
2. Foundation inspection
3. Concrete slab and under floor inspection
 - Underground mechanical inspection (if applicable) *
 - Underground plumbing inspection (by State of Colorado)*

- Underground fuel gas inspection *
 - Underground Electric (by State of Colorado)
 - (*Can be scheduled at time concrete slab/ underfloor inspection if coordinated by contractor(s))
4. Frame inspection (May require 2 inspections)
 - Rough mechanical inspection **
 - Rough plumbing inspection (by State of Colorado)**
 - Rough fuel gas inspection (by State of Colorado)**
 - Rough electrical (by State of Colorado)
 - (**Can be scheduled at time of frame inspection if coordinated by contractor(s))
 5. Lath, gypsum board, and gypsum panel product inspection
 6. Fire & smoke resistant penetration inspection
 7. Energy Efficiency Inspections – Not Required (Town of Marble has not adopted IECC)
 8. Final Inspection
 - Final Building ***
 - Final mechanical inspection ***
 - Final plumbing inspection (by State of Colorado)***
 - Final Electrical (by State of Colorado)
 - (*** Can be scheduled at time of final inspection)
 9. Other inspections requested by the Town subject to agreement by Cadfish LLC
 10. Re-inspections

Minimum 72 hour notice required for coordinating and scheduling inspection times

Electrical, Plumbing, Fuel gas, Fire Alarm, and Fire Suppression system, and International Fire Code inspections are NOT provided by Cadfish LLC

WARRANTY DEED

THIS DEED, made this 31st day of July, 2018, between

EVERETT E. REESE

whose address is 418 E Mayfield Drive, Grand Junction, CO 81507, GRANTOR(S), and

RICHARD WELLS AND TONI MARY NOAH

whose address is 116 E Main Street, Marble, CO 81623, GRANTEE(S):

WITNESS, that the grantor(s), for and in consideration of the sum of EIGHTY FIVE THOUSAND AND 00/100 DOLLARS (\$85,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, grantee's heirs and assigns forever, not in tenancy in common but IN JOINT TENANCY, all the real property, together with improvements, if any, situate, lying and being in the County of Gunnison and State of Colorado, described as follows:

Lots A, B and W/2 of Lot C, Block 14, TOWN OF MARBLE, according to the plat recorded October 2, 1975 at Reception No. 307946,

also described as:

Lots A, B and W/2 of Lot C, Block 14, EAST MARBLE
County of Gunnison,
State of Colorado.

also known by street and number as: 120 E Main Street, Marble, CO 81623

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appurtenant, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, grantee's heirs and assigns forever. The grantor, for the grantor, grantor's heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, grantee's heirs and assigns, that at the time of the enrolling and delivery of these presents, grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes for the current and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, grantee's heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

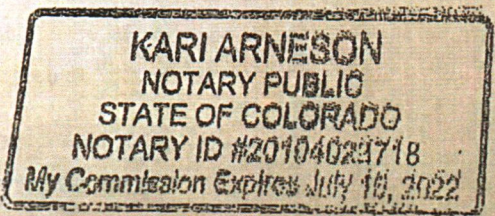
Everett Reese
Everett E. Reese

State of Colorado }
County of Mesa } §

The foregoing instrument was acknowledged, subscribed and sworn to before me this 31st day of July, 2018 by
Everett E. Reese

My Commission Expires: 7.15.22

[Signature]
Witness my Hand and Official Seal
Notary Public



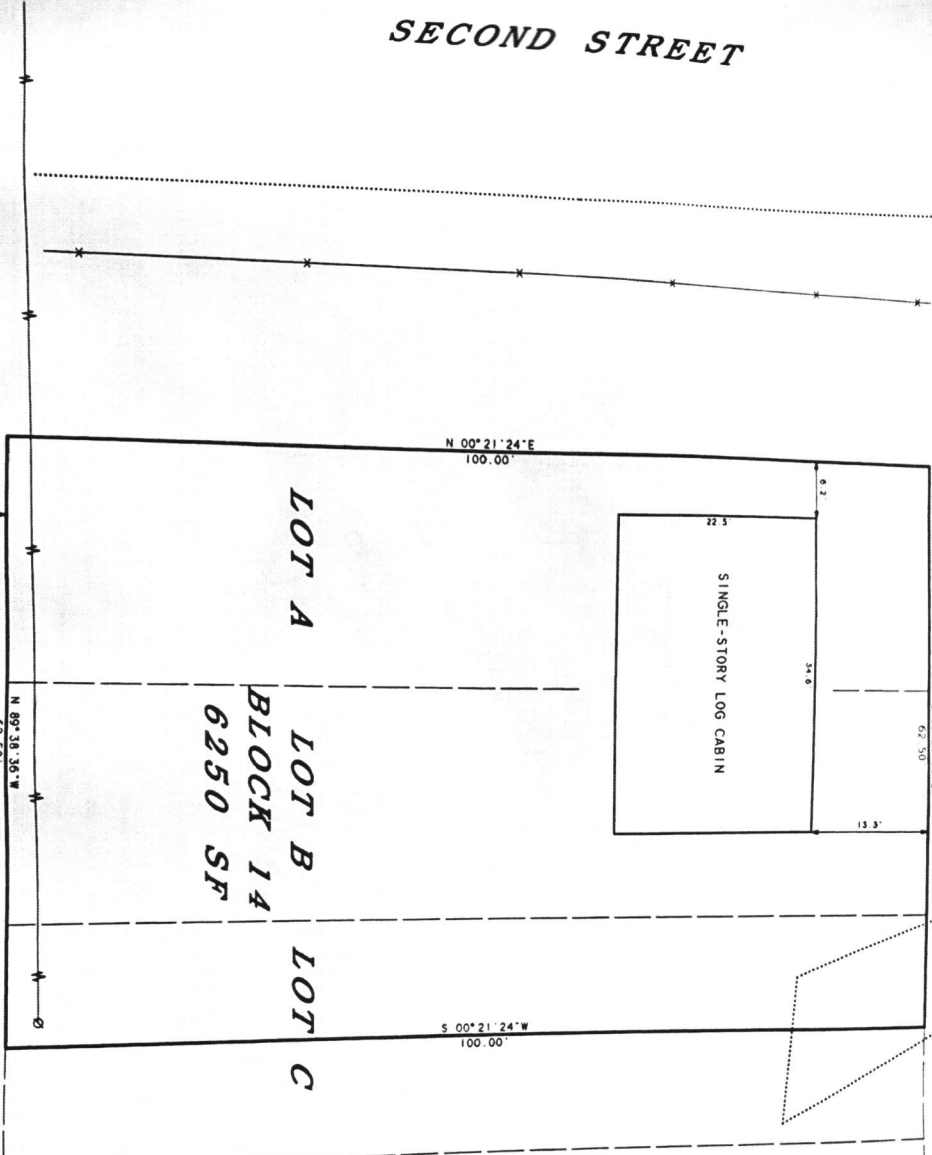
SPACES IN SPACE
LAND SURVEYS

E 107' N
LOCK 15

MARK 15

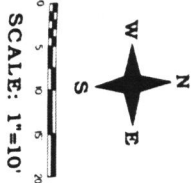
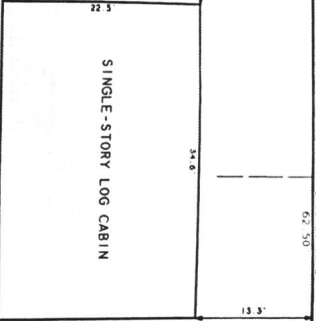
SECOND STREET

E. MAIN STREET



ALLEY

LOT A
LOT B
LOT C
BLOCK 14
6250 SF



LEGAL DESCRIPTION
 LOTS A, B AND WEST HALF OF LOT C, BLOCK 14
 TOWNSHIP OF MARBLE, GUNNISON COUNTY, COLORADO

**IMPROVEMENT LOCATION
CERTIFICATE**

I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION CERTIFICATE WAS PREPARED FOR RICHARD WELLS, THAT HE IS NOT A LAND SURVEYOR AND THAT THE IMPROVEMENTS SHOWN ON THIS CERTIFICATE ARE NOT TO BE HELD UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING OR OTHER FUTURE IMPROVEMENT LINES. I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL, ON THIS DATE, IS AS OF 2008, EXCEPT THE UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE OFFICIAL PLAT EXCEPT AS SHOWN HEREON. THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES OR ANY PART OF SAID PARCEL, AND THERE IS NO APPLICABLE EVIDENCE OR SIGN OF ANY ENCROACHMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL.

BY: *Sydney Lincome*
 SYDNEY LINCOME L.S. 14111



LEGEND AND NOTES

- FOUND REBAR & CAP MARKED PLS 14111
- POWER POLE
- OVERHEAD UTILITY LINE
- EDGE OF ROAD
- x— FENCE LINE

IMPROVEMENT LOCATION CERTIFICATE
 120 E MAIN STREET
 MARBLE, GUNNISON COUNTY, CO
 BY: **LINES IN SPACE**
 SYDNEY LINCOME (L.S. 14111)
 67 GLENWOOD AVE CARBONDALE CO 970
 DATE: 07/27/2008 SCALE: 1" = 10' JRS MD