

Town of Marble  
Regular Meeting of the Board of Trustees  
October 1st, 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. Executive session pursuant to C.R.S. 24-6-402(4)(a) and (e)(I), to discuss the potential purchase of real property within the Town of Marble, and for determining the Town's position relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators related to the potential purchase.
  
- C. State Board of the Great Outdoors Colorado Trust Fund
  - a. GOCO grant agreement, consider approval
  - b. Resolution # 5-2020, consider approval
  - c. 2020 Supplemental Budget, presentation & schedule public hearing
  
- D. Approve previous minutes
  
- E. Mayor's comments
  - a. Update of sales tax ballot issue 11/3/2020, Ryan
  - b. Update of special trustee election 11/3/2020, Ryan
  
- F. Administrator Report
  - a. Current bills payable September 3rd, 2020, Ron
  - b. 2021 Budget Discussion
  - c. Up date on jail preservation grant, Emma
  
- G.
  
- H. Land Use Issues
  - a.
  
- I. Old Business
  - a. Consider extension of Town of Marble stage two fire restrictions
  - b. Other
  
- J. New Business
  - a. Other
  
- K. Adjourn

Minutes of the Town of Marble  
Regular Meeting of the Board of Trustees  
September 3rd, 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 7:06 p.m. Present: Emma Bielski, Ryan Vinciguerra, Larry Good, and Tim Hunter. Also present: Ron Leach, Town Administrator and Terry Langley, minutes.

B. Approve previous minutes – Emma Bielski made a motion to approve the Aug. 6, 2020 minutes. Larry Good seconded and the motion passed unanimously.

C. Mayor's comments

a. Update of sales tax ballot issue 11/3/2020, Ryan – The ballot initiative was passed last month. An increase of 2% was agreed upon. Attorney Kendall Burgemeister has written a formal ballot proposal. Ryan asked if it could include language about the possible uses for the additional sales taxes collected. Ron explained that if such language was included on the ballot then they are required to use the tax money for that. The language as written follows the requirements of the Tabor initiative and he recommends approving it as written. Use of the taxes can be decided and memorialized in the meeting minutes. Information and education can be done separately. Josh Vogt said that, based on his experience, the language on the ballot has to be ambiguous to avoid forcing the tax to be used in a specific fashion.

b. Update of special trustee election 11/3/2020, Ryan – Josh Vogt has put his name on the ballot for the upcoming trustee election that will be included as part of the 11/3/2020 ballot.

c. Discussion of potential purchase of Oren property, Ryan – There is an opportunity to buy some property that is adjacent to the Mill Site park. The purchase is contingent upon receiving a grant that has been submitted. The town will be notified if they get the grant in September. Gary Bascom asked if the land would be attached as part of the park or would it remain a separate parcel. Ryan said this is to be determined. Gary asked about the cost to the town and Ryan said that \$6,000 had been earmarked.

d. Update parking plan, Ryan – Ryan said that the town is close to getting SBA approval. He has been working with the SBA attorney and Kendall has been tasked to develop an agreement. Kimberly Perrin asked how people would know before they get here that there are parking requirements. Ryan said it may need additional signage and perhaps notifying current users as they are frequently repeat visitors. She asked about length of time and the amounts and Ryan explained that this would be a day use and the cost is something that needs to be fine-tuned. She asked about people who park without a permit and was told that that will be dealt with as it occurs.

#### D. Land Use Issues

a. Review SFR & Barn building permit application, Robert Congdon – Ron laid out the blueprints for the storage barn that Mr. Congdon would like to build on State Street west of the school. There will be no living quarters or septic system associated with the building as it is to be a storage building. The lower level would be for storage of construction materials and equipment, the middle level will be a studio for jewelry making/hobby room. This would be three levels of approximately 650 square feet per level. He plans to live in an RV this year and to build a house next year. It will be considered an accessory building to a house, but there is no house to be an accessory to which is a problem. This is a preliminary presentation and no vote or decisions are to be made tonight. Tim asked if he had enough property for this proposal and Ron said that he has plenty of lots. Larry said that he feels the town needs to start considering design and looking at adding design requirements to the code.

b. Consider approval of legal retention of Andy Nathan legal counsel, Lawrence lawsuit, Ron – This would require appropriating funds for retaining legal counsel. The town's insurance provided \$10,000 for legal services and that money is almost used up. Ryan asked if Mr. Nathan has asked for a minimum. Ron said that he had not, but feels \$5,000 should be sufficient. Emma Bielski made a motion to increase the retention fees by \$5000. Larry Good seconded and the motion passed unanimously.

#### E. Old Business

d. Consider approval of amended Fire Department Development Improvement Agreement, Ron – (moved ahead of items below as Emma had to step out for a few minutes) An agreement was signed earlier this year. As part of that agreement, the fire department was going to put in a fire hydrant. Due to unexpected costs associated with the fire hydrant, they would like to remove that from the agreement. Larry asked if the town could go ahead and do it and Ryan explained that the water company wanted to charge what the fire department and the town consider to be astronomical fees. Josh asked for the location of existing fire hydrants. Ron said there are currently 12 hydrants in town. Josh feels this should be tabled to see if anything can be done. Ryan said that he feels that the town is lucky to be getting a larger and improved fire station and should not hold them to this kind of cost. Marble WC wanted 3 tap fees at 7500 each with 3 monthly bills. Brian Sutter asked if there was room for negotiation in conjunction with the water augmentation plan. Larry Good made a motion to approve an amended Fire Department development Improvement Agreement, removing the requirement for the fire hydrant. Emma Bielski seconded and the motion passed unanimously.

a. Discussion of developing Police Station space in office building, Emma – Scott Leon expressed a need for some space with internet access and privacy to conduct any needed interviews. Emma would like to give the sheriff access to the office space, sharing that with the town administrator. She would like to invite the sheriff's office to look at the space to make sure it is acceptable for their needs. Brian Sutter asked if it was legal to provide this type of space since there is no bathroom space and was told that this may not be an issue since the use would be so sporadic. Larry Good said there might be a liability issue that should be pursued with the county. Josh said that anything that makes a sheriff's presence here more attractive is something to encourage. Tim asked if Ron had any problem with sharing the space and he does not. Gary asked when the fire station and their bathrooms would be

accessible. Tim reported that they hope to be able to house trucks by the end of October and would be done by mid-November. Emma will extend the conversation to Marlene Crosby and Kendall Burgemeister.

b. Report on Jail Grant submission, Emma – The bad news is that the grant was not ready for the April submission. The good news is this did not result in losing time on the time line. She needs to get multiple itemized bids and is on schedule to submit it in October. Some of the delay is due to impacts that COVID has had. She hopes to have a formal presentation ready for the November meeting. A discussion of matching funds and the 2020 and 2021 budgets followed.

c. Discussion Black Lives Matter, Emma – Emma explained that she asked to be included on the agenda to explain what this means to her and where she is coming from. She talked about the history of the term “black” and the fact that it is used to oppress and marginalize people, the complicated use of the term systemic racism, the civil rights movement and the need for reform in law enforcement. She feels that predominately white communities such as Marble need to come together and have conversations to learn from and understand each other. Brian Sutter asked if the town had changed their position regarding political issues and that he does not feel the town should have given Emma a platform. Ryan said that he encourages topics of discussion that better the town. He does not feel that the town has changed positions. Larry said that he feels it is important for the mayor to respect the board’s request to present issues of importance to them. Gary Bascom said that he hopes this is the last time this comes before the board as it is a divisive issue. Emma said that it doesn’t have to be divisive and can result in conversations that bring us together. Kimberly feels that the shootings are horrible and that deaths, burning and looting is also horrible. She feels that BLM is divisive due to the tie with Marxism and promoting of destruction by BLM. Karly Anderson appreciated the point about kindness and would like to see us continuing to move in that direction.

#### F. New Business

a. Consider adoption of Town of Marble stage two fire restrictions – Ron explained that Pitkin and Garfield counties, White River National Forest and the Bureau of Land Management have all adopted stage two fire restrictions. Gunnison Co in unincorporated sections of the Crystal River Valley. Rob Goodwin recommends that the town of Marble adopt stage 2 within the town. Ryan and Larry spoke in favor of adopting these restrictions. Tim said they are running fire calls every day and we are in extreme drought. Larry recommends putting this on the fire station blackboard as well as putting up a banner on the website and in the town. Ryan recommends it saying “Fire Ban in Effect” so that it can be used for any stage. Brian said he would like it to go one step further as he can see people using grills. Tim explained that propane fire pits are legal because they do not release embers and that Bogan Flats falls under a different jurisdiction. Larry Good made a motion to adopt stage 2 fire restrictions and to spend up to \$250 for banners to promote the fire ban. Emma Bielski seconded and the motion passed unanimously.

b. Consider approval of Gunnison County 2021 road maintenance agreement – This is the same agreement adopted last year and allows the county to plow Main Street. Larry Good made a motion to approve the Gunnison County 2021 road maintenance agreement. Tim explained that the county is not responsible for damages done while plowing. Tim Hunter seconded and the motion passed unanimously.

c. Informal support for the purchase of the land by White River National Forest - Ryan explained that this concerns the land that was discussed a few months ago with a request for access and a possible campground. It is proposed that the land would become part of the White River National Forest and there would be no access. Larry said that the USFS never has money for patrolling but they do have it for buying land and Corinne Truesdale was explained that these funds are usually Land Trust funds. Emma Bielski made a motion to provide informal or formal support for the USFS purchase of Gunnison Ranch Land Conservation Ranch Land Legacy property. Larry Good seconded and the motion passed unanimously.

d. Gunnison Commissioners are hesitant to have a face to face meeting due to their meeting protocols concerning COVID. They are proposing a Zoom meeting with the town of Marble on October 1. Larry said that the town does not have the capacity for effective Zoom meetings and feels that this would be frustrating and a waste of time for the commissioners. Emma said that it is likely that she will be exposed to COVID and would not be able to attend future meetings in person. Ryan feels that this meeting is difficult to orchestrate in person. He suggests either inviting them for a 10-person meeting that the public can listen in via conference call or postponing the meeting to a later date in the Spring and asking for public input on questions and concerns.

#### Administrator's Report

a. Lead King Loop working group report, Corinne – There was an in person working group meeting two weeks ago and Corinne has submitted a final report. Over 50% were return visitors. Many of the new visitors were hikers. At that meeting, the forest service representative said it would be helpful to hear from both OHV and hikers. Her participation is at an end as she has graduated and will be moving out of state, but Western State will continue their involvement if desired. She said that branding and messaging, including signage, needs to be decided on. The sign at the top of Daniel's Hill needs more clarity. Ryan said that the FS has asked for photos showing the wear and tear and changes over the years. The board thanked Corinne for her work and Ron added his thanks and accolades. He added that the non-profit group Crystal Valley Environmental Protection Association has partnered with the working group and will lend their support and experience.

b. Current bills payable September 3rd, 2020, Ron – The bills are on page 17 of the packet. There are three additional bills: Marble Charter School, \$2000 for an ultraviolet unit; Corinne Truesdale, \$500 and Marble Water Company, \$260. Tim Hunter made a motion to approve the bills. Larry Good seconded and the motion passed.

c. 2021 preliminary budget presentation, Ron – The proposed budget shows an ending balance \$306,467 and meets the goal of keeping \$300,000 in reserve. There is no anticipated additional sales tax or parking revenues included in the budget. Anticipated camp ground revenues are included. He cut many traditional items such as Earth Day. The money (\$6,000) for the land acquisition needs to be added. Tim asked about the water augmentation plan and Ron explained that the study will take a year at least so no expenditures are anticipated. No funds were budgeted for a court system. Larry said that he feels that will go hand in hand with the parking plan. Discussion of park funding followed. The board will take the proposed budget home and study it for next meeting.

H. Adjourn – Emma Bielski made a motion to adjourn. Larry Good seconded and the motion passed unanimously. The meeting was adjourned at 9:23 p.m.

Respectfully submitted,

Terry Langley

## **GRANT AGREEMENT**

---

Project Name: Marble Millsite Alternative Entrance and Expansion  
Project Completion Date: September 10, 2020  
Great Outdoors Colorado  
Contract No.: 21027

---

### **PARTIES TO AGREEMENT**

Board/GOCO: The State Board of the Great Outdoors Colorado Trust Fund  
Address: 1900 Grant Street, Suite 725  
Denver, CO 80203

Telephone: (303) 226-4521  
Contact name: Courtney Bennett

Grantee: Town of Marble  
Address: 322 West Park St., Marble, CO 81623

Contact name: Ron Leach, Town Administrator, leach@townofmarble.com

Date: September 27, 2020

---

### **EXHIBITS**

Exhibit A Project Summary  
Exhibit B Resolution  
Exhibit C Approved Budget  
Exhibit D GOCO Due Diligence Checklist for Local Government Land Acquisitions –  
Closing

## RECITALS

- A. The State Board of the Great Outdoors Colorado Trust Fund (“GOCO” or “Board”) is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to GOCO and directs GOCO to invest those proceeds in the state’s parks, wildlife, open space, and recreational resources.
- B. In 1994, GOCO created a statewide grant program pursuant to which eligible entities could apply for grants for local government parks and outdoor recreation projects. Grantee listed above (“Grantee”) submitted a detailed project application (“Project Application”) that contemplates the acquisition of that certain real property described in the Project Application (“Property”). GOCO approved Grantee’s Project Application, which is incorporated into this Agreement by reference, on September 10, 2020, as described in GOCO’s project summary (“Project Summary”), attached and incorporated as Exhibit A, subject to the execution of a detailed grant agreement. GOCO and Grantee each have on file a copy of the Project Application. The acquisition described in the Project Application and Project Summary is referred to as the “Project.”
- C. The parties intend this agreement to be the detailed grant agreement required by GOCO (“Agreement”).

## AGREEMENT

NOW, THEREFORE, in consideration of the parties’ mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### SECTION 1 – PROJECT

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement.
2. Representations and Warranties of Grantee. Grantee is a Municipality, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement. Grantee’s governing body has authorized entering into this Agreement as evidenced by the resolution attached and incorporated as Exhibit B.
3. Grant and Project. GOCO awards to Grantee a grant in the amount not to exceed \$333,000.00 (“Grant”), subject to the terms and conditions set forth in this Agreement. The Grant shall be used by Grantee solely to complete the Project as approved by GOCO. In the event of a conflict between the Project Application and the Project Summary, the parties shall resolve the conflict by mutual agreement.

4. Project Scope. Grantee shall not materially modify the Project without the prior written approval of the Executive Director of GOCO (“Executive Director”) or the Executive Director’s designee, such approval to be in GOCO’s sole discretion. Any material modification to the Project undertaken without GOCO’s prior written consent may be deemed a breach of this Agreement, entitling GOCO to all remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as approved by the Board, Grantee will promptly so advise the Board and cooperate in good faith to seek a resolution before any funds are advanced.

5. Grantee Efforts. Grantee agrees to use its best efforts to complete the Project in a timely fashion and consistent with this Agreement and GOCO’s approvals related to the Project.

6. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee’s anticipated direct costs associated with the Project, a copy of which is attached and incorporated as Exhibit C (“Budget”). Eligible costs are described in Paragraph 11 of this Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by GOCO or Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as GOCO approves the final version.

7. Waiver. Prior to the disbursement of funds, the Executive Director in his or her discretion may waive certain conditions set forth in this Agreement. Anything else to the contrary notwithstanding, the exercise by GOCO staff (“Staff”), the Executive Director, or GOCO of any right or discretion reserved to them under this Agreement shall not be deemed a waiver. Furthermore, no waiver by them under this Agreement shall constitute a waiver of any other requirements, actions, or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff, the Executive Director, or GOCO shall be effective unless in writing executed by them. Additionally, any failure by the Staff, the Executive Director, or GOCO to take any actions as set forth in this Agreement shall not be construed to be a waiver of such provision nor shall it in any way affect the validity of this agreement. . Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other GOCO-funded project.

8. Property and Project Operation and Maintenance.

A. Following Grantee’s acquisition of the Property, Grantee shall continue to own and manage the Property for the purposes specified in the Project Application and Project Summary.

B. GOCO shall not be liable for any cost of maintenance, management, or operation of the Project or the Property.

C. Within 60 days of a reasonable request by the Board, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and

provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

9. Public Access. Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project indefinitely. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

10. Future Funding. This Agreement and the Grant only apply to the purchase of the Property specifically described in this Agreement. GOCO makes no representations regarding future funding for future phases of the Project or any other properties, whether or not described in the Project Application, Project Summary, or otherwise.

## SECTION 2 – GRANT PAYMENT

11. Eligible Costs. The following costs are eligible for reimbursement:

A. *Purchase*. The purchase price of the Property described in the Project Application and Project Summary, which may not exceed the fair market value as established by an appraisal.

B. *Direct Costs*. Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan; a survey, if needed; and a geologist's mineral assessment, if needed.

12. Payment of Grant.

A. Payment of the Grant is subject to the Project being completed with no material modifications made, except as otherwise agreed to in advance by GOCO in accordance with this Agreement. The Grant will not be increased, but GOCO may reduce the Grant if the Project changes in any way that GOCO deems material. "Material modifications" may include, but are not necessarily limited to, acquisition of a different property from that presented in the Project Application; a reduction in acreage, purchase price, fair market value, or the total cost of the Project unless GOCO approves adding or substituting elements to the overall Project; or any other variance from the Project as presented in the Project Application. It is the sole responsibility of Grantee to inform GOCO of any such modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

B. GOCO will release Grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to GOCO's determination of how the proportionate acreage, Project cost, and value relates to the overall Project and Grant.

C. Payment of the Grant is also subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable, including but not limited to adequate reserves, funding requirements, and/or commitments for other past, current, and future grants, and past, current, and future GOCO operating expenses and budgetary needs.

13. Withdrawal of GOCO Funding; Termination of Agreement. Anything in this Agreement to the contrary notwithstanding, with prior notice to Grantee, GOCO reserves the right to withhold or withdraw all or a portion of the Grant, to require a full or partial refund of the Grant, and/or to terminate this Agreement if GOCO determines in its sole discretion that:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by GOCO infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from that which was presented in the Project Application, approved by GOCO and reflected in the Project Summary, without prior written approval of the Executive Director;

C. *Inaccuracies.* Any statement or representation made or information provided by Grantee in the Project Application, this Agreement, or the due diligence materials is untrue, inaccurate, or incomplete in any material respect;

D. *Due Diligence.* The results of GOCO's review of the due diligence are not acceptable to GOCO;

E. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding listed in Section 3 below is not fulfilled by Grantee or is unsatisfactory to GOCO, in its sole discretion;

F. *Delays.* The Project will not or cannot be completed by the Completion Date or any extensions granted, or delays in the implementation of the Project have occurred that make the Project impracticable in the Board's judgment;

G. *Costs.* The Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced;  
or

H. *Disposal of Property.* Grantee disposes of the Property, or title to or encumbrances against the Property are or become such that the Property is or becomes unavailable for public use, in which event Grantee shall make a proportionate refund to GOCO.

### SECTION 3 – CONDITIONS PRECEDENT

14. Completion Date. Grantee shall complete acquisition of the Property no later than September 10, 2022 (“Completion Date”), which is two years after the date of GOCO’s approval of the Project. Grantee may request an extension of the Completion Date in compliance with GOCO’s *Overdue Grants* procedure, as may be amended from time to time by GOCO in its sole discretion. GOCO may elect to terminate this Agreement and deauthorize the Grant in the event this Completion Date is not met and/or Grantee fails to comply with the *Overdue Grants* procedure.

15. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Agreement and the disbursement of funds by GOCO is undertaken at Grantee’s sole risk and may cause a forfeiture of the Grant. Anything else in this Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee’s fulfillment of all terms and conditions of this Agreement to GOCO’s satisfaction in its sole discretion, including but not limited to the following:

A. Matching Funds. Matching funds in the minimum amount required by GOCO policy or procedure and as set forth in the approved Budget, or as modified and approved in compliance with GOCO’s procedure for *Modifications to Acreage and/or Budget for Land Acquisitions Prior to Closing*, must have been received by Grantee, or the status of efforts to secure matching funding was disclosed and has been deemed satisfactory by Staff. Grantee shall provide evidence of matching funds as GOCO may require in its reasonable discretion.

B. Due Diligence. The Staff shall conduct a due diligence review of the Project, the results of which must be satisfactory to GOCO in its sole discretion. Grantee shall assist and cooperate with the Staff in conducting the due diligence review and shall provide the Staff with the information or documentation specified in the *GOCO Due Diligence Checklist for Local Government Land Acquisitions – Closing* (“Due Diligence Checklist”), as well as other documentation and/or information the Staff shall reasonably request. The Due Diligence Checklist is attached and incorporated as Exhibit D and may be amended from time to time by GOCO in its sole discretion. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date it is originally provided to GOCO. In its sole discretion, GOCO may terminate this Agreement and the Grant if Grantee fails to provide any information or documentation promptly when requested by Staff or as outlined in the Due Diligence Checklist and further detailed in the instructions for GOCO’s grant application and the *Land Acquisition Procedures*, which are incorporated by reference and may be amended from time to time by GOCO in its sole discretion. In addition, Grantee must submit, where necessary, written evidence that all permits and approvals required for Project completion under applicable local, state, and federal laws and regulations have been obtained, as well as any and all material revisions to the Budget. Notwithstanding anything herein to the contrary, the Parties recognize that the Town desires to close on the purchase of the subject property as soon as practicable, and doing so may require modification of the deadlines in Exhibit D (e.g. the requirement to provide a title commitment no less than 90 days prior to closing.) GOCO shall agree to any reasonable modification of these deadlines that still provides GOCO, in GOCO’s

discretion, with a reasonable amount of time to review the required due diligence documents prior to closing.

16. Town of Marble Budget. The Local Government Budget Law of Colorado requires the Town to adopt a supplemental budget in order to appropriate the unanticipated revenues associated with this project. The Town shall hold the required hearing on a proposed supplemental budget no later than its November 5, 2020, regular meeting. The parties' obligations under this Agreement are contingent upon final approval of such supplemental budget. Alternatively, if closing is rescheduled to the year 2021, the parties' obligations are contingent upon appropriation of revenues for the project in the Town's 2021 budget, which will be approved no later than its November 5, 2020, regular meeting.

#### SECTION 4 – OTHER PROVISIONS

17. Publicity and Project Information. GOCO has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge GOCO funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, GOCO shall be acknowledged as a contributor in the invitation for the event. GOCO shall be notified of any such events 30 days in advance. Grantee shall cooperate with GOCO in preparing public information pieces, providing access to the Property for publicity purposes, and providing photos or other imagery of the Project from time to time, which GOCO reserves the right to use and duplicate in any print or electronic publication or platform for publicity, illustration, advertising, web content, and other purposes at any time without the need to seek pre-approval from Grantee. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly and members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

18. Signage. Grantee shall erect one or more signs at a prominent location(s) on the Property acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs. GOCO shall approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards prior to completion of the Project. The Board may withhold payment pending evidence of placement of permanent signage.

19. Liability.

A. Indemnity. To the extent allowed by law, Grantee shall be responsible for and shall indemnify, defend, and hold harmless GOCO, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's

performance of this Agreement. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, GOCO, its members, officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

B. *No CGIA Waiver.* No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protections provided to GOCO under the Colorado Governmental Immunity Act as amended or as may be amended in the future (including without limitation any amendments to such statute, or under any similar statute that is subsequently enacted) (“CGIA”). This provision may apply to Grantee if Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. GOCO and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of GOCO, its members, officials, agents, and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of GOCO, its members, officers, agents, and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination; worker safety; local labor preferences; preferred vendor programs; equal employment opportunity; use of competitive bidding; permits; approvals; local, state, and federal regulations and environmental laws; and other similar requirements. To the maximum extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless GOCO, Executive Director, and Staff from any cost, expense, or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors, subcontractors, and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or any other basis prohibited by local, state, or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

20. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation, and maintenance of the Property. Grantee shall retain the accounts, documents, and records related to acquisition of the Property for five years following the date of disbursement by GOCO of the Grant funds, and they shall be subject to examination and audit by GOCO or its designated agent during this period. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records under this Agreement.

21. Change of Use. If Grantee, in its reasonable discretion, determines a need for a change in use of the Property acquired with the Grant, Grantee shall notify GOCO in writing of its determination and request a change of use review (“Change of Use Notice and Request”). GOCO will review the Change of Use Notice and Request in accordance with GOCO’s procedure for *Change of Use for Land Acquisition Projects After Closing*, as may be amended from time to time by GOCO in its sole discretion. Within 60 days after submitting the Change of Use Notice and Request, Grantee shall submit to GOCO all documentation required under the procedure for *Change of Use for Land Acquisition Projects After Closing* and any additional documentation requested by GOCO as a result of its receipt and review of the Change of Use Notice and Request. GOCO in its sole discretion will determine whether to grant, deny, condition GOCO’s approval, or delay a decision on the Change of Use Notice and Request.

22. Breach. In addition to other remedies available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Agreement, GOCO shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant*. GOCO reserves the right to withdraw funding, terminate this Agreement, and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects.

B. *After Any Payment of Grant*. GOCO reserves the right to seek specific performance of Grantee’s obligations under this Agreement, receive reimbursement in full of any disbursements made under the Grant, and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects.

In the event GOCO must pursue any remedy under this Agreement and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

23. GOCO Policies and Procedures. With regard to all named GOCO policies and procedures referenced in this Agreement, Grantee acknowledges it has received a copy of the policies and procedures or otherwise has access to the documents in connection with this Agreement and is familiar with their requirements.

24. Miscellaneous Provisions.

A. *Good Faith*. Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.

B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Executive Director, who has the sole discretion to withhold consent to assign. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board and assumes Grantee’s ongoing obligations under this Agreement.

C. *Applicable Law.* Colorado law applies to the interpretation and enforcement of this Agreement. Venue for any dispute under this Agreement shall lie exclusively in the state courts of the City and County of Denver.

D. *No Joint Venture.* Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee, or other relationship between the parties other than independent contracting parties. Except as permitted under the remedies provisions of this Agreement, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.

E. *Status of Grantee.* The parties acknowledge that GOCO lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee, or agent of GOCO or the State of Colorado.

F. *Time is of the Essence.* Time is of the essence in this Agreement.

G. *Survival.* The terms and conditions of this Agreement, including but not limited to Grantee's obligations, shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the Property by Grantee.

H. *Fax and Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Agreement made electronically and transmitted electronically or by facsimile as if they were original signatures.

I. *Third-Party Beneficiary.* GOCO and Grantee acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between GOCO and Grantee and that no third-party beneficiaries are intended.

J. *Notice.* Any notice, demand, request, consent, approval, or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Agreement.

K. *Construction; Severability.* Each party has reviewed this Agreement, and therefore any rules of construction requiring that ambiguities be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or unenforceable, it shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

L. *Entire Agreement.* Except as expressly provided, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this

Agreement shall be binding upon the parties. No changes in this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

M. *Termination of the Board.* If Article XXVII of the Colorado Constitution, which established GOCO, is amended or repealed to terminate GOCO or merge GOCO into another entity, the rights and obligations of GOCO under this Agreement shall be assigned to and assumed by such other entity as provided by law, but, in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of \_\_\_\_\_.

STATE BOARD OF THE GREAT  
OUTDOORS COLORADO TRUST FUND

GRANTEE:  
Town of Marble

By: \_\_\_\_\_  
Chris Castilian  
Executive Director

By: \_\_\_\_\_  
Ryan Vinciguerra, Mayor

ATTEST:

\_\_\_\_\_  
Ron Leach, Clerk

GOCO Program Staff:  
Route Grant Agreement to  
Executive Director for signature:

\*NOTE\* Signee should be the same individual authorized to sign the grant agreement per Grantee's resolution

EXHIBIT A  
Project Summary

<b>Rank:</b>	<b>Overall Score: 0</b>	<b>GOCO Staff Score:</b>	<b>Reviewer Average:</b>
--------------	-------------------------	--------------------------	--------------------------

**Applicant:** Town of Marble  
**Project Title:** Marble Millsite Alternative Entrance and Expansion  
**County:** Gunnison  
**Log #:** 21027

<b><u>Funding Summary:</u></b>	Applicant Funding	\$6,875
	Partner(s) Funding	\$52,700
	<b>GOCO Grant Amount</b>	<b>\$333,000</b>
	Total Project Cost	\$392,575

**Project Description:**

The Town of Marble is seeking \$333,000 through the Resilient Communities program to address urgent issues of overcrowding in town. The COVID pandemic has brought an unprecedented number of visitors, stressing the town's existing infrastructure and ability to host tourists safely. To address overcrowding issues, the town has located a 2.57-acre property adjacent to the town's Millsite park that has been listed for sale and will alleviate added congestion and ensure better access to the town park. The Millsite Park is a 25-acre historic park and has an outdoor stage area, basketball court, picnic areas, and the town's only public restroom. The remainder of the park consists of a trail system that winds through forested areas and along the river as well as a historical walk that takes visitors through the ruins of the old marble finishing mill. The acquisition of this parcel will preserve historic structures, connect to existing trail systems, add river access, and create an additional entrance to the park.

**Staff and Peer Reviewer Comments:**

- The local fundraising outreach to get this completed amidst the pandemic is significant.
- Marble is poised to make this happen quickly in order to have facilities and space available for the busy season next spring and summer in anticipation of another wave of unprecedented visitation.
- The unique and plentiful letters of support clearly demonstrated that this is a community priority and not simply an opportunistic acquisition.
- This is a desirable property for a homesite and given the real estate market in mountain communities, the project is clearly urgent.

EXHIBIT B

Town of Marble  
Resolution Number 5  
Series of 2020

A RESOLUTION AUTHORIZING ACTIVITIES RELATED TO THE PURCHASE OF LOTS 2 AND 3, MARBLE  
INSTITUTE OF COLORADO ANNEXATION AND SUBDIVISION

WHEREAS:

- A. The Town of Marble has entered into an executory contract to purchase Lots 2 and 3, Marble Institute of Colorado Annexation and Subdivision (the "Property").
- B. The Town has been awarded a grant by The State Board of the Great Outdoors Colorado Trust Fund ("GOCO") to fund a substantial portion of the acquisition of the Property, also known as the Marble Millsite Alternative Entrance and Expansion project (the "Project").
- C. The Town of Marble desires to complete the Project, and to satisfy all necessary requirements to obtain the grant funding from GOCO.
- D. One necessary requirement to receive the grant funds is for the Town to enter into the Grant Agreement attached hereto as Exhibit A (the "Grant Agreement").

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

- D. The Mayor is authorized to sign the Grant Agreement on behalf of the Town.
- E. The Mayor is authorized to sign all other documents necessary to consummate the receipt of the grant funding and the completion of the Project.
- F. The Board authorizes the expenditure of funds as necessary to meet the terms and obligations of the grant agreement and application and to complete the Project, contingent upon approval of the same in accordance with the Local Government Budget Law of Colorado.

INTRODUCED, READ, AND ADOPTED this 1st day of October, 2020, by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed.

TOWN OF MARBLE:

\_\_\_\_\_  
Ryan Vinciguerra, Mayor

ATTEST:

\_\_\_\_\_  
Ron Leach, Clerk

EXHIBIT C  
Approved Budget

EXHIBIT D

**GOCO DUE DILIGENCE CHECKLIST FOR  
LOCAL GOVERNMENT LAND ACQUISITIONS – CLOSING**

*This document applies only to projects to acquire land for a developed parks and recreation purpose.*

**Please see GOCO's current *Land Acquisition Procedures* for a detailed description of these documents and why GOCO requires them.** (Note that GOCO does not require conservation easements on land that will be used for a park and outdoor recreation purpose.)

These documents are required **prior to** the disbursement of GOCO's funds:

Submit no later than 60 Days After Grant Award

- 1) Signed Grant Agreement
- 2) Resolution of Authority to execute Grant Agreement

Submit at least 90 Days Before Closing

- 3) Appraisal Guidelines signed by grantee and appraiser
- 4) Signed Purchase or Option Agreement
- 5) Title Commitment and related documents

Submit at least 60 Days Before Closing

- 6) Survey (if necessary)
- 7) Environmental Site Assessment
- 8) Mineral Assessment (if any mineral interests are held by a third party)

Submit at least 14 Days Before Closing

- 9) Signage Form completed by Grantee
- 10) Final Qualified Appraisal (approved by GOCO's reviewer with no outstanding issues)
- 11) Final Budget
- 12) Draft Warranty Deed
- 13) Resolution authorizing Grantee to accept property interest (or other proof of authorization)
- 14) Draft Buyer's Settlement Statement
- 15) Wire Transfer Instructions

May be Submitted After Closing

- 16) Land Management Plan

**NOTE:** If you provide these documents in a timely fashion, GOCO will make every effort to meet your anticipated closing date. Please recognize that GOCO must approve all due diligence for your project at least two days prior to closing, because GOCO has to request the wire transfer from the state treasurer's office the day before closing. We are also reviewing due diligence for other grants, so delays in providing this information to GOCO may prevent GOCO from approving the due diligence in time to present GOCO funds at closing.

## Marble Millsite Land Acquisition Budget

Source of Funds	Date Secured	GOCO Funds	Applicant	Partner Funds	Total Funding
<b>CASH</b>					
Resilient Communities Grant	Sep-20	\$333,000.00			\$333,000.00
Town of Marble	Jul-20		\$6,000.00		\$6,000.00
Marble/marble Symposium	Aug-20			\$42,500.00	\$42,500.00
					\$0.00
					\$0.00
<b>IN-KIND</b>					
Town of Marble	Jul-20		\$875.00		\$875.00
The Property Shop	Aug-20			\$7,700.00	\$7,700.00
Marble Charter School	Jul-20			\$2,000.00	\$2,000.00
Roaring Fork Outdoor Volunteers	Jun-20			\$500.00	\$500.00
<b>TOTAL SOURCE OF FUNDS</b>		<b>\$333,000.00</b>	<b>\$6,875.00</b>	<b>\$52,700.00</b>	<b>\$392,575.00</b>

Use of Cash Funds	# of Units	Cost Per Unit	GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
<b>CASH</b>						
Property Acquisition			\$333,000.00	\$0.00	\$37,000.00	\$370,000.00
Land Purchase						
Due Diligence						
To be determined				\$1,500.00	\$0.00	\$1,500.00
Environmental Services, Inc.				\$4,200.00	\$4,200.00	\$4,200.00
Hp-Kumar				\$1,500.00	\$1,500.00	\$1,500.00
Law of the Rockies				\$5,000.00	\$0.00	\$5,000.00
To be determined				\$0.00	\$0.00	\$0.00
Gunnison Title				\$2,000.00	\$0.00	\$2,000.00
<b>USE OF FUNDS - CASH SUBTOTAL</b>			<b>\$333,000.00</b>	<b>\$8,500.00</b>	<b>\$42,700.00</b>	<b>\$384,200.00</b>

Use of In-Kind Funds	# of Units / Hours / Acres	Cost Per Unit / Hour / Acre	GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
<b>IN-KIND</b>						
Site Improvement	20	\$25.00			\$500.00	\$500.00
Roaring Fork Outdoor Volunteers						
Trail building and maintenance						

Marble Charter School	School Staff Time for trail building	80	\$25.00	\$2,000.00	\$2,000.00
Real Estate Transaction					
The Property Shop	Realtor Services	1	\$7,700.00	\$7,700.00	\$7,700.00
Project Management					
Town of Marble	Town Staff Time	25	\$35.00	\$875.00	\$875.00
<b>USE OF FUNDS - IN-KIND SUBTOTAL</b>					
Contingency - Up to 10% (not required, cannot be GOCO funds)					
Contingency					
<b>USE OF FUNDS - CONTINGENCY SUBTOTAL</b>					
<b>TOTAL PROJECT COST</b>				<b>\$333,000.00</b>	<b>\$52,700.00</b>
Remember: the Total Project Cost row must equal the Total Source of Funds row					
<b>TOTAL PROJECT COST</b>				<b>\$6,875.00</b>	<b>\$10,200.00</b>
<b>Contingency</b>				<b>\$875.00</b>	<b>\$11,075.00</b>
<b>USE OF FUNDS - CONTINGENCY SUBTOTAL</b>					

MATCHING REQUIREMENTS	Required	Actual	Status
Overall Match (% based on total)	10	15	Pass
Overall Match (\$ based on total cost)	\$39,257.50	\$59,575.00	Pass

**Town of Marble**  
**Balance Sheet**  
As of October 1, 2020

---

	<u>Oct 1, 20</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
*General Fund -0240	9,201.86
Campground Account -6981	115,033.10
Money Market -1084	35,804.57
Severence/Mineral Proceeds-6157	148,982.53
Water Fees -0873	18,232.08
	<hr/>
<b>Total Checking/Savings</b>	327,254.14
	<hr/>
<b>Total Current Assets</b>	327,254.14
	<hr/>
<b>TOTAL ASSETS</b>	<b>327,254.14</b>
	<hr/> <hr/>
<b>LIABILITIES &amp; EQUITY</b>	0.00

6:37 AM

10/01/20

**Town of Marble**  
**Check Register**  
October through November 2020

---

Num	Date	Amount
<b>Alpine Bank</b> 10923	10/01/2020	-700.55
<b>Avalanche Computers</b> 10924	10/01/2020	-80.00
<b>CIRSA</b> 10925	10/01/2020	-1,179.81
<b>Holy Cross Electric</b> 10926	10/01/2020	-136.24
<b>Law of the Rockies</b> 10927	10/01/2020	-4,012.27
<b>Mountain Pest Control, Inc.</b> 10928	10/01/2020	-120.00
<b>Nathan Dumm &amp; Mayer</b> 10929	10/01/2020	-3,716.97
<b>Terry Langley</b> 10930	10/01/2020	-93.50

**Town of Marble**  
**Deposit Detail-General Fund**  
September 4 through October 31, 2020

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
<b>09/29/2020</b>		<b>Deposit</b>	<b>*General Fund -0240</b>	<b>1,909.70</b>
	Gunnison County	Deposit	General Sales Tax	-1,909.70
TOTAL				-1,909.70
<b>09/29/2020</b>		<b>Deposit</b>	<b>*General Fund -0240</b>	<b>300.00</b>
	Colorado Stone Quarry CSQ	Deposit	CSQ Maintenance Payments	-300.00
TOTAL				-300.00
<b>09/29/2020</b>		<b>Deposit</b>	<b>*General Fund -0240</b>	<b>200.00</b>
	Defiance Stone	Deposit	Building Permits	-200.00
TOTAL				-200.00
<b>09/29/2020</b>		<b>Deposit</b>	<b>*General Fund -0240</b>	<b>12.00</b>
	Gunnison County	Deposit	General Sales Tax	-12.00
TOTAL				-12.00
<b>09/29/2020</b>		<b>Deposit</b>	<b>*General Fund -0240</b>	<b>300.00</b>
	Colorado Stone Quarry CSQ	Deposit	CSQ Maintenance Payments	-300.00
TOTAL				-300.00
<b>09/29/2020</b>		<b>Deposit</b>	<b>*General Fund -0240</b>	<b>2,329.23</b>
	Colorado Stone Quarry CSQ	Deposit	CSQ Lease Agreement	-2,329.23
TOTAL				-2,329.23
<b>09/29/2020</b>		<b>Deposit</b>	<b>*General Fund -0240</b>	<b>399.09</b>
	Colorado State Treasurer	Deposit	Conservation Trust Income - ...	-399.09
TOTAL				-399.09

**Town of Marble**  
**Deposit Detail-Money Market Fund**  
September 4 through October 31, 2020

---

Date	Name	Memo	Account	Amount
09/29/2020		Deposit	Money Market -1084	1,155.41
	Gunnison County	Deposit	Additional License Tax	-97.75
	Gunnison County	Deposit	General Property Tax	-881.35
	Gunnison County	Deposit	Property Tax Interest	-32.60
	Gunnison County	Deposit	Specific Ownership Tax	-132.52
	Gunnison County	Deposit	Specific Ownership Tax	-30.45
	Gunnison County	Deposit	Treasurers Fees	19.26
TOTAL				-1,155.41

10/01/20

**Town of Marble**  
**Payroll Report**  
October through November 2020

---

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Type</u>	<u>Amount</u>
<b>Charles R Manus</b> 10/01/2020	10934	Charles R Manus	Paycheck	-1,482.00
Total Charles R Manus				-1,482.00
<b>Ronald S Leach</b> 10/01/2020	10935	Ronald S Leach	Paycheck	-3,200.00
Total Ronald S Leach				-3,200.00
<b>TOTAL</b>				<b>-4,682.00</b>

**Town of Marble**  
**Budget vs. Actual**  
January through December 2020

	Jan - Dec 20	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
<b>Intergovernmental</b>				
Cigarette Tax	134.50	100.00	34.50	134.5%
Colorado Trust Fund	331.47			
General Sales Tax	40,303.07	55,000.00	-14,696.93	73.3%
Highway Use Tax (HUTF)	5,478.87	12,000.00	-6,521.13	45.7%
Mineral Lease Distribution	0.00	2,500.00	-2,500.00	0.0%
Severance Tax	2,885.32	2,500.00	385.32	115.4%
<b>Total Intergovernmental</b>	<b>49,133.23</b>	<b>72,100.00</b>	<b>-22,966.77</b>	<b>68.1%</b>
<b>Licenses &amp; Permits</b>				
Building Permits	3,257.00	1,500.00	1,757.00	217.1%
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%
<b>Total Licenses &amp; Permits</b>	<b>5,576.00</b>	<b>4,000.00</b>	<b>1,576.00</b>	<b>139.4%</b>
<b>Other Revenue</b>				
Campground/Store Revenues	5,755.00	55,000.00	-49,245.00	10.5%
CSQ Lease Agreement	20,963.07	29,000.00	-8,036.93	72.3%
CSQ Maintenance Payments	3,300.00	3,300.00	0.00	100.0%
Donations	252.00	2,000.00	-1,748.00	12.6%
Holy Cross Electric Rebates	521.00	500.00	21.00	104.2%
Interest Income	3.68	3,500.00	-3,496.32	0.1%
Non-Specified	1,099.82	2,000.00	-900.18	55.0%
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%
<b>Total Other Revenue</b>	<b>31,894.57</b>	<b>99,390.00</b>	<b>-67,495.43</b>	<b>32.1%</b>
<b>Taxes</b>				
Additional License Tax	591.58	500.00	91.58	118.3%
General Property Tax	23,789.11	24,873.00	-1,083.89	95.6%
Property Tax Interest	71.23	100.00	-28.77	71.2%
Specific Ownership Tax	1,143.34	1,500.00	-356.66	76.2%
<b>Total Taxes</b>	<b>25,595.26</b>	<b>26,973.00</b>	<b>-1,377.74</b>	<b>94.9%</b>
<b>Total Income</b>	<b>112,199.06</b>	<b>202,463.00</b>	<b>-90,263.94</b>	<b>55.4%</b>
<b>Gross Profit</b>	<b>112,199.06</b>	<b>202,463.00</b>	<b>-90,263.94</b>	<b>55.4%</b>
<b>Expense</b>				
<b>General Government</b>				
Campground/Office Expenses	9,797.06	22,000.00	-12,202.94	44.5%
Church Rent	450.00	600.00	-150.00	75.0%
Civic Engagement Fund	2,000.00	1,500.00	500.00	133.3%
Dues & Subscriptions	0.00	300.00	-300.00	0.0%
Elections	0.00	2,000.00	-2,000.00	0.0%
Legal Publication	242.27	1,000.00	-757.73	24.2%
Office Expenses	4,502.74	7,000.00	-2,497.26	64.3%
Parking Program Expenses	0.00	1,000.00	-1,000.00	0.0%
Recycle Program	1,704.00	4,000.00	-2,296.00	42.6%
Treasurers Fees	144.06	500.00	-355.94	28.8%
Tree Maintenance Program	0.00	500.00	-500.00	0.0%
Unclassified	6,315.00	3,000.00	3,315.00	210.5%
Weed Mitigation Program	810.00	1,000.00	-190.00	81.0%
Workshop/Travel	0.00	1,000.00	-1,000.00	0.0%
<b>Total General Government</b>	<b>25,965.13</b>	<b>45,400.00</b>	<b>-19,434.87</b>	<b>57.2%</b>
<b>Other Purchased Services</b>				
Earth Day Expenses	0.00	2,000.00	-2,000.00	0.0%
Grant Writing	2,205.00	2,500.00	-295.00	88.2%
Liability & Worker Comp Insc	4,935.49	5,000.00	-64.51	98.7%
Park Improvements	1,400.00			
Utilities	2,676.34	4,000.00	-1,323.66	66.9%

	<u>Jan - Dec 20</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Other Purchased Services - Other	19.89			
<b>Total Other Purchased Services</b>	<b>11,236.72</b>	<b>13,500.00</b>	<b>-2,263.28</b>	<b>83.2%</b>
<b>Purchased Professional Services</b>				
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	20,889.69	22,000.00	-1,110.31	95.0%
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%
<b>Total Purchased Professional Services</b>	<b>32,781.19</b>	<b>47,000.00</b>	<b>-14,218.81</b>	<b>69.7%</b>
<b>Roads</b>				
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%
<b>Total Roads</b>	<b>49,686.75</b>	<b>55,000.00</b>	<b>-5,313.25</b>	<b>90.3%</b>
<b>Wages &amp; Benefits</b>				
FICA/Medicare	2,723.15	4,132.00	-1,408.85	65.9%
Total Wages	40,278.83	52,277.00	-11,998.17	77.0%
<b>Total Wages &amp; Benefits</b>	<b>43,001.98</b>	<b>56,409.00</b>	<b>-13,407.02</b>	<b>76.2%</b>
<b>Total Expense</b>	<b>162,671.77</b>	<b>217,309.00</b>	<b>-54,637.23</b>	<b>74.9%</b>
<b>Net Income</b>	<b><u>-50,472.71</u></b>	<b><u>-14,846.00</u></b>	<b><u>-35,626.71</u></b>	<b><u>340.0%</u></b>

TOWN OF MARBLE  
GENERAL FUND  
2021 Budget  
9/23/2020

Assessed Valuation  
Mill Levy  
Property Tax

	2020 Budget	2020 Estimate	2020 Supplemental
<b>Beginning Balance</b>	<b>313,046</b>	<b>318,157</b>	<b>5,111</b>
<b>Revenues</b>			
<b>Taxes</b>			
General Property Tax	24,873	24,873	0
Specific Ownership Tax	1,500	1,500	0
Special Use & Sales Tax	0	0	0
Additional License Tax	500	500	0
Property Tax Interest	100	100	0
<b>Total Taxes</b>	<b>26,973</b>	<b>26,973</b>	<b>0</b>
<b>Licenses &amp; Permits</b>			
Business Licenses	1,500	150	-1,350
Building Permits	1,500	3,500	2,000
Driveway Access Permits	0	0	0
Septic Permits	1,000	1,669	669
Other Licenses & Permits	0	500	500
<b>Total Licenses &amp; Permits</b>	<b>4,000</b>	<b>5,819</b>	<b>1,819</b>
<b>Intergovernmental</b>			
General Sales Tax	55,000	55,000	0
Highway User Taxes (HUTF)	12,000	12,000	0
Colorado Trust Fund	0	331	331
Severance Tax	2,500	2,885	385
Mineral Lease Distribution	2,500	2,500	0
Other permit and license fees	0	0	0
Cigarette Tax	100	100	0
<b>Total Intergovernmental</b>	<b>72,100</b>	<b>72,816</b>	<b>716</b>
<b>Other</b>			
Parking Program Revenue	0	0	0
Campground/Store Revenues	55,000	0	-55,000
Interest Revenue	3,500	3,500	0
SGB Lease Agreement	3,090	0	-3,090
CSQ Lease Agreement	29,000	29,000	0
CSQ Maintenance Payments	3,300	3,300	0
Holy Cross Electric Rebates	500	500	0
Donations	2,000	2,000	0
Lead King Loop Project	2,000	1,000	-1,000
Non-Specified	2,000	2,000	0
Tree Maintenance Program	0	0	0
Transfer Water Fund, Admin Costs	1,000	2,000	1,000
<b>Total Other</b>	<b>101,390</b>	<b>43,300</b>	<b>-58,090</b>
<b>Total Revenue</b>	<b>204,463</b>	<b>148,908</b>	<b>-55,555</b>
<b>Other Financing Sources</b>			
Transfer In from Water Fund	0	0	0
GOCO Grant	0	333,000	333,000
Marble Institute	0	42,500	42,500
<b>Total Revenue and Other Financing Sources</b>	<b>204,463</b>	<b>524,408</b>	<b>319,945</b>

TOWN OF MARBLE  
GENERAL FUND  
2020

	2020 Budget	2020 Estimate	2020 Supplemental
<b>Expenditures</b>			
<b>Wages &amp; Benefits</b>			
Total Wages	52,277	47,462	4,815
FICA/Medicare	4,132	3,631	501
<b>Total Wages &amp; Benefits</b>	<b>56,409</b>	<b>51,093</b>	<b>5,316</b>
<b>General Government</b>			
Parking Program Expenses	0	0	0
Campground/Office Expenses	18,000	9,500	8,500
Treasurer Fees	500	500	0
Abated Tax	0	0	0
Elections	2,000	2,000	0
Unclassified	3,000	6,500	-3,500
Marble Fest Donation	0	0	0
Church Rent	600	600	0
Tree Maintenance Program	500	0	500
Civic Engagement Fund	1,500	0	1,500
Office Expenses	7,000	7,000	0
Legal Publications	1,000	1,000	0
Dues & Subscriptions	300	300	0
Workshop/Travel	1,000	0	1,000
Marble Water Co. 2017 Tap Fee	0	0	0
Weed Mitigation Program	1,000	1,000	0
Lead King Loop Project	5,000	3,000	2,000
Recycle Program	4,000	0	4,000
<b>Total General Government</b>	<b>45,400</b>	<b>31,400</b>	<b>14,000</b>
<b>Roads</b>			
Street Maintenance	20,000	24,000	-4,000
Snow & Ice Removal	35,000	30,000	5,000
<b>Total Roads</b>	<b>55,000</b>	<b>54,000</b>	<b>1,000</b>
<b>Purchased Professional Services</b>			
Legal - General	22,000	20,000	2,000
Legal - Water Augmentation Plan	3,000	0	3,000
Audit	7,500	7,500	0
Municipal Court	1,500	0	1,500
Engineering Services - Water Augmentation Plan	10,000	4,500	5,500
Engineering Services	3,000	3,000	0
<b>Total Purchased Professional Services</b>	<b>47,000</b>	<b>35,000</b>	<b>12,000</b>
<b>Other Purchased Services</b>			
Liability & Workers Comp. Insurance	5,000	5,000	0
Utilities	4,000	4,000	0
Park improvements	0	600	-600
Grant Writing	2,500	2,205	295
Lead King Loop Project	5,000	0	5,000
Earth Day Expenses	2,000	0	2,000
<b>Total Other Purchased Services</b>	<b>18,500</b>	<b>11,805</b>	<b>6,695</b>
<b>Total Expenditures</b>	<b>222,309</b>	<b>183,298</b>	<b>39,011</b>
<b>Other Financial Uses</b>			
Payment to Marble Water Company	0	0	0
Property Purchase	0	370,000	-370,000
<b>Property Purchase Due Diligence Costs</b>			
Environmental Assessment	0	0	0
Mineral Assessment	0	0	0
Appraisal	0	1,500	-1,500
Legal Services	0	5,000	-5,000

Contingency	0	20,000	-20,000
Title Company Closing Costs	0	2,000	-2,000
			0
Total Property Purchase Due Diligence Costs	0	28,500	-28,500
Total Expenditures and Other Financing Uses	222,309	581,798	-359,489
Ending Balance	295,200	260,767	-34,433

TOWN OF MARBLE  
GENERAL FUND  
2021 Budget

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

	2019 Audit	2020 Estimate	2021 Budget
<b>Beginning Balance</b>	<b>319,316</b>	<b>318,157</b>	<b>283,767</b>
<b>Revenues</b>			
<b>Taxes</b>			
General Property Tax	0	24,873	25,000
Specific Ownership Tax	0	1,500	1,500
Special Use & Sales Tax	0	0	0
Additional License Tax	0	500	500
Property Tax Interest	0	100	100
<b>Total Taxes</b>	<b>24,010</b>	<b>26,973</b>	<b>27,100</b>
<b>Licenses &amp; Permits</b>			
Business Licenses	0	150	1,500
Building Permits	0	3,500	1,500
Driveway Access Permits	0	0	0
Septic Permits	0	1,669	1,000
Other Licenses & Permits	0	500	0
<b>Total Licenses &amp; Permits</b>	<b>2,796</b>	<b>5,819</b>	<b>4,000</b>
<b>Intergovernmental</b>			
General Sales Tax	59,892	55,000	55,000
Highway User Taxes (HUTF)	13,670	12,000	12,000
Colorado Trust Fund	0	331	0
Severance Tax	5,165	2,885	2,500
Mineral Lease Distribution	2,823	2,500	2,500
Other permit and license fees	0	0	0
Cigarette Tax	224	100	100
<b>Total Intergovernmental</b>	<b>81,774</b>	<b>72,816</b>	<b>72,100</b>
<b>Other</b>			
Parking Program Revenue	0	0	0
Campground/Store Revenues	51,347	0	55,000
Interest Revenue	0	3,500	3,500
SGB Lease Agreement	0	0	3,500
CSQ Lease Agreement	29,107	29,000	30,500
CSQ Maintenance Payments	0	3,300	3,300
Holy Cross Electric Rebates	0	500	500
Donations	1,513	2,000	2,000
Lead King Loop Project	0	1,000	1,000
Non-Specified	4,741	2,000	2,000
Tree Maintenance Program	0	0	0
Transfer Water Fund, Admin Costs	0	2,000	1,000
<b>Total Other</b>	<b>86,708</b>	<b>43,300</b>	<b>102,300</b>
<b>Total Revenue</b>	<b>195,288</b>	<b>148,908</b>	<b>205,500</b>
<b>Other Financing Sources</b>			
Transfer In from Water Fund	0	0	0
<b>Total Revenue and Other Financing</b>	<b>195,288</b>	<b>148,908</b>	<b>205,500</b>

TOWN OF MARBLE  
GENERAL FUND  
2020

	2019 Audit	2020 Estimate	2021 Budget
<b>Expenditures</b>			
<b>Wages &amp; Benefits</b>			
Total Wages	0	47,462	46,000
FICA/Medicare	0	3,631	3,500
<b>Total Wages &amp; Benefits</b>	<b>50,732</b>	<b>51,093</b>	<b>49,500</b>
<b>General Government</b>			
Parking Program Expenses	0	0	0
Campground/Office Expenses	28,381	9,500	20,000
Treasurer Fees	0	500	500
Abated Tax	0	0	0
Elections	0	2,000	0
Unclassified	2,302	6,500	3,000
Marble Fest Donation	0	0	0
Church Rent	450	600	0
Tree Maintenance Program	0	0	0
Civic Engagement Fund	0	0	0
Office Expenses	5,426	7,000	7,000
Legal Publications	111	1,000	1,000
Dues & Subscriptions	405	300	300
Workshop/Travel	644	0	0
Marble Water Co. 2017 Tap Fee	0	0	0
Weed Mitigation Program	0	1,000	0
Lead King Loop Project	0	3,000	0
Recycle Program	0	0	4,000
<b>Total General Government</b>	<b>37,719</b>	<b>31,400</b>	<b>35,800</b>
<b>Roads</b>			
Street Maintenance	0	24,000	20,000
Snow & Ice Removal	0	30,000	35,000
<b>Total Roads</b>	<b>53,523</b>	<b>54,000</b>	<b>55,000</b>
<b>Purchased Professional Services</b>			
Legal - General	14,847	20,000	22,000
Legal - Water Augmentation Plan	0	0	0
Audit	6,869	7,500	8,000
Municipal Court	0	0	0
Engineering Services - Water Augment	16,633	4,500	0
Engineering Services	0	3,000	3,000
<b>Total Purchased Professional Serv</b>	<b>38,349</b>	<b>35,000</b>	<b>33,000</b>
<b>Other Purchased Services</b>			
Liability & Workers Comp. Insurance	4,947	5,000	5,500
Utilities	3,107	4,000	4,000
Park improvements	5,926	600	0
Grant Writing	2,144	2,205	0
Lead King Loop Project	0	0	0
Earth Day Expenses	0	0	0
<b>Total Other Purchased Services</b>	<b>16,124</b>	<b>11,805</b>	<b>9,500</b>
<b>Total Expenditures</b>	<b>196,447</b>	<b>183,298</b>	<b>182,800</b>
<b>Other Financial Uses</b>			
Payment to Marble Water Company	0	0	0
<b>Total Expenditures and Other Financ</b>	<b>196,447</b>	<b>183,298</b>	<b>182,800</b>
<b>Ending Balance</b>	<b>318,157</b>	<b>283,767</b>	<b>306,467</b>

**TOWN OF MARBLE  
PARK FUND  
2021 BUDGET**

	<b>2019 Actual</b>	<b>2020 Estimate</b>	<b>2021 Budget</b>
<b>Beginning Balance</b>	<b>19,573</b>	<b>19,935</b>	<b>16,760</b>
<b>Revenues</b>			
CTF Funds	1,284	<b>1,500</b>	1,500
Interest	0	0	0
Donation	0	0	0
Transfer	0	0	0
<b>Total Revenue</b>	<b>1,284</b>	<b>1,500</b>	<b>1,500</b>
<b>Expenditures</b>			
Maintenance	622	3,500	2,000
Improvements	300	0	0
Historical Park Preservation Planning	0	0	0
Earth Day Clean Up	0	0	0
Grant Writer	0	0	0
Other	0	1,175	0
<b>Total Expenditures</b>	<b>922</b>	<b>4,675</b>	<b>2,000</b>
<b>Ending Balance</b>	<b>19,935</b>	<b>16,760</b>	<b>16,260</b>

**TOWN OF MARBLE  
WATER FEE FUND  
2021 BUDGET**

	<b>2019 Audit</b>	<b>2020 Estimate</b>	<b>2021 Budget</b>
<b>Beginning Balance</b>	<b>0</b>	<b>18,099</b>	<b>18,099</b>
<b>Revenues</b>			
Fee for Service	22,060	20,000	20,000
Interest	59	0	0
<b>Total Revenue</b>	<b>22,119</b>	<b>20,000</b>	<b>20,000</b>
<b>Expenditures</b>			
Service Charge	0	0	0
Water Clerk	0	0	0
FICA Withholding	0	0	0
Administration Costs	0	1,000	1,000
Fire Protection/Water Tank	20,000	20,000	20,000
<b>Total Expenditures</b>	<b>20,000</b>	<b>21,000</b>	<b>21,000</b>
<b>Other Financing Uses</b>			
Transfer out to General Fund	0	0	0
<b>Total Expenditures and Other Financing Uses</b>	<b>20,000</b>	<b>21,000</b>	<b>21,000</b>
<b>Ending Balance</b>	<b>2,119</b>	<b>17,099</b>	<b>17,099</b>

Town of Marble  
Ordinance Number 3  
Series of 2020

AN EMERGENCY ORDINANCE ADOPTING STAGE 2 FIRE RESTRICTIONS

WHEREAS:

- A. The Town of Marble (the "Town") is a statutory town organized pursuant to Colorado Law: C.R.S. §31-1-101 *et seq.*;
- B. The Town's Board of Trustees ("Board") has determined that, due to extremely dry weather conditions present in the Town and surrounding areas, the danger of forest or grass fires in the Town is high at this time;
- C. C.R.S. § 31-15-401(1)(q)(I) authorizes the Town to "control and limit fires, including but not limited to the prohibition, banning, restriction, or other regulation of fires and the designation of places where fires are permitted, restricted, or prohibited."
- D. C.R.S. § 12-28-107 authorizes the Town to regulate the use of fireworks; and
- E. Restrictions are now necessary and appropriate throughout the Town to reduce the danger of wildfires;

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

1. The following activities are prohibited throughout the Town:
  - i. Building, maintaining, attending or using a fire, campfire, or stove fire. This includes charcoal grills and barbecues, coal and wood burning stoves and sheepherder's stoves and includes use in developed camping and picnic grounds.
    - a. EXCEPT: Devices using pressurized liquid or gas (stoves, grills or lanterns) that include shut-off valves are permitted when used in an area at least three feet or more from flammable material such as grasses or pine needles.
  - ii. Welding or operating acetylene or other torch with open flame.
  - iii. Operating or using any internal combustion engine (e.g. chainsaw, generator, A TV) without a spark arresting device properly installed, maintained and in effective working order meeting either: (a) Department of Agriculture, Forest Service Standard 5100-1a; or; (b) Appropriate Society of automotive Engineers (SAE) recommended practice J335(b) and J350(a).
  - iv. Operating a chainsaw without an approved spark arresting device as described in Prohibition #4, a chemical pressurized fire extinguisher (8 oz. capacity by weight or larger and kept with the operator) and a round point shovel with an overall length of at least 35 inches readily available for use.

- v. Using an explosive. This includes but is not limited to fuses or blasting caps, fireworks, rockets, exploding targets, and tracers or incendiary ammunition.
- vi. Possessing or using a motor vehicle off established roads, motorized trails or established parking areas, except when parking in an area devoid of vegetation within 10 feet of the vehicle.
- vii. Smoking, except within an enclosed vehicle, trailer or building.
- viii. Any activity described in Section 2, below, that is conducted outside of the limitations set forth therein.

2. Notwithstanding the foregoing, the following activities are permitted, but only in accordance with the described limitations:

- i. Any Federal, State or local officer or member of an organized rescue or firefighting force in the performance of an official duty is exempt from Prohibitions 1.i-vi.
- ii. Residents, owners or lessees within the restricted area are exempt from Prohibition 1.i, provided such fires are within a permanent dwelling and there is a spark arrestor in working order on the chimney.

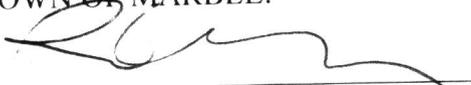
3. Violation of this ordinance shall be punishable by a fine of not more than one thousand dollars, or by imprisonment for not more than one year, or by both such fine and imprisonment.

4. Emergency Certification. It is hereby found and declared by the Town of Marble that wildfires are likely to result in infliction of serious personal injury or death, and are likely to result in substantial injury or destruction of property within its jurisdiction, and it is necessary that this ordinance become effective immediately. Therefore, an emergency is hereby declared to exist, and this ordinance, being necessary for the immediate preservation of the public peace, health and safety, shall be in full force and effect from and after its passage and approval.

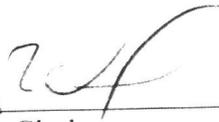
5. This Ordinance shall expire on October 2nd, 2020 unless sooner expressly repealed or amended by a subsequent Ordinance passed by the Board.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED IN FULL this 3rd day of September, 2020, by a vote of 3 in favor and 0 opposed.

TOWN OF MARBLE:

  
 \_\_\_\_\_  
 Ryan Vinciguerra, Mayor

ATTEST:

  
 \_\_\_\_\_  
 Ron Leach, Clerk