

Town of Marble
Regular Meeting of the Board of Trustees
March 4, 2021 7:00 P.M.
Marble Community Church, 121 W. State St. Marble, Colorado
Agenda

7:00 P.M.

- A. Call to order & roll call of the Regular Meeting of the Board of Trustees
- B. Approve previous minutes
- C. Mayor's comments
- D. Lead King Loop working group report, Ron
- E. OWTS study up-date, Mark Chain
- F. Land Use Issues
 - a. Virginia Goodrich building permit application, Virginia
 - b. Marble/Marble land use agreement, new property, Ron
- G. Administrator Report, Ron
 - a. Current bills & balances January 7, 2020, Ron
 - b. Discussion of possible board retreat, Ron
 - c. Discussion Continuity of government 2021
- H. Old Business
 - a. Parks Committee report, Amber
 - b. Marble Fest Committee report, Richard
- I. New Business
- J. Adjourn

Minutes of the Town of Marble
Regular Meeting of the Board of Trustees
February 4, 2021

A. Call to order & roll call of the Regular Meeting of the Board of Trustees – Mayor Ryan Vinciguerra called the meeting to order at 7:00 p.m. Present: Ryan Vinciguerra, Larry Good and Josh Vogt. Absent: Emma Bielski and Tim Hunter. Also present: Ron Leach, Town Administrator and Terry Langley, minutes.

B. Approve previous minutes – Larry Good made a motion to approve minutes from Jan 7, 2021. Josh Vogt seconded and the motion passed unanimously. Josh Vogt made a motion to approve the minutes from Dec. 15, 2020. Larry Good seconded and the motion passed unanimously.

C. Mayor's comments - none

D. OWTS study up-date, Ron & Mark Chain – There will be a presentation at the March meeting.

a. Current OWTS inventory in Town of Marble

E. Administrator Report, Ron -

a. Current bills & balances January 7, 2020 – Current bills payable are listed on page 9 of the packet. Ron explained that the check to Peak Appraisal was for the appraisal for the property that the town recently acquired. Larry Good made a motion to pay the bills. Josh Vogt seconded and the motion passed unanimously.

F. Land Use Issues

a. New property land management plan, Ron – this document is a requirement for the grant from GOCO. Ron will provide a copy to the parks committee. Ryan Vinciguerra made a motion to approve the land management plan. Larry Good seconded and the motion passed unanimously.

b. Marble/Marble land use agreement, new property, Ron – Marble/Marble was one of the driving forces in the acquisition of the property. They also contributed financially. They would like an agreement for the use of the property by Marble/Marble. Some of the uses would include a sculpture garden with walking trails, possibly for some carving space and river access. The agreement includes no camping, no smoking and dogs on a leash. They would like to be able to have the use in perpetuity. Kendall Burgemeister, town attorney, is working on the agreement.

c. Parks Committee report, Amber – Ron reported that the park committee wanted to bring the issue of paying Mario Villalobos for the mill site park stage materials to the town. Mario said that he has \$2,000 in materials in it so far and that it would take about another \$1,000 to finish it. Amber reported that Mario had built the stage with his own materials with the idea that it would be taken down after a past MarbleFest. Because it was not taken down, the park committee wanted to pay for the materials. Mario reported labor costs of \$200 for deconstruction of old stage and \$2500 for building. The \$1000 estimate is for some structural work to complete the stage and tie into the marble block foundation. Amber recommends paying \$2000 for the materials and to approve the \$1000 for completion. Ryan

asked if there was an agreement concerning the building for MarbleFest. Amber said that this happened before there was a parks committee so she does not know how the building of the stage came about. The committee agrees that a stage is needed. And she proposes that Mario invoice for the remaining work. She will ask him for a more detailed estimate. These funds will come from the parks committee budget. Funds for labor for park maintenance are also budgeted.

Fence removal in the newly acquired property – Brent Compton has been working on fence removal. Roaring Fork Outdoor Volunteers offered to help with the removal of the metal poles. Wood that can be reused will be, otherwise it will go to the dump. There will be plastic chain to denote areas that the public should not access due to safety hazards and protection/preservation of historic structures. Brent is removing rebar and other hazardous material.

New officers of the parks committee are Brent Compton, chairman; Marja O'Connor, secretary; Mike Yellico, Hawkins Siemon, Andrew Mile and Alex Menard, recreation; Amber McMahill and Alex Menard, fundraising coordinators. There is a MarbleFest subcommittee that includes Richard Wells, Lise Hornbach and Brent Compton; Amber McMahill, vendors (arts, crafts and food);

Parks survey – there is a page on the mill site park web site for citizens to communicate their desires and vision for the parks. This will also be on Facebook and information gathered will be used to help develop a parks master plan.

Dave with Aspen Valley Land Trust (AVLT) would like to meet this month with the school, parks committee, town board to develop a plan for that park.

MarbleFest subcommittee will meet Feb. 15.

Ron stated that safety concerns needed to be a priority.

G. Old Business

a. Administrator job evaluation, Ryan – this has been completed and was overwhelmingly positive. It will be signed by both Ryan and Ron soon.

b. Sales tax increase - Ron will send a reminder to local businesses concerning the need to collect sales taxes at the new rate.

H. New Business -

Larry Good reported on a town (Holden) on the Washington/Idaho border that put in a sprinkler system. When they had a huge fire, the system saved the town. Ron will investigate and report on this.

I. Adjourn – Josh Vogt made a motion to adjourn. Larry Good seconded and the motion passed unanimously. The meeting was adjourned at 8:00 p.m.

Respectfully submitted,

Terry Langley

**Attention - ATV/OHV/UTV Users
Use of the road past Beaver Lake,
to Daniels Hill is a privilege,
NOT a right!**

**By permission of the Board of County
Commissioners the .7 of a mile of County
Road #3 past the Beaver Lake Parking lot,
can be used by you to access public land.
Show respect for local residents. Slow down
and reduce noise or lose this right!**

This sign is posted at the parking area of the historic Marble Millsite, where the Town of Marble has designated parking for ATV drivers to unload trailers. What does this sign mean? Colorado state vehicle codes state that a county road, like CR3 through Marble, is closed to use by unregistered OHVs (Off Highway Vehicles) unless specifically designated for that use by the county. ATVs are allowed to travel through CR3 from Beaver Lake to Daniels Hill because of a specific action by our county commissioners.

For this privilege granted to ATV users by our commissioners, residents of Marble and surrounding areas get the privilege of noise, dust, trampling of vegetation, erosion, the scaring away of wildlife, the pleasure of being run off the road and dusted by speeders, trash, human waste, problems with accessing our own driveways, reduced quality of emergency response due to blocked access, water pollution and even blinding lights shining in our faces.

Many local non motorized outdoor enthusiasts forego the entire backcountry accessed by the Lead King Loop (LKL) for the entire summer and fall because of how unpleasant the access is made by ATV overuse. The LKL contains over a dozen trailheads which are the only direct approaches to the high country from Capitol Peak to the Maroon Bells , that are available on this side of the Elk Range.

In economics ,the concept of an externality refers to the effects caused by one persons actions on another person, who does not choose those effects. You can call externalities unintended consequences. Even the most libertarian viewpoint will acknowledge that a primary reason for government is to deal with externalities. The ATV externalities are listed in the previous paragraph.

Most ATV drivers cover their face with a dust mask to deal with the dust that they stir up. Many wear helmets which protect their heads and muffle the noise they create. Many use superbright lights to warn other travellers that they are approaching . Do other travellers on the loop, including jeeps, cyclists and pedestrians, need to use dust masks, helmets, warning lights and ear protection to deal with the externalities created by ATVs?

How did it happen that the Lead King Loop became a route so dominated by ATVs that other users are discouraged? The area traversed by the loop is immediately adjacent in many places to the Maroon Snowmass Wilderness, which was established as one of the first wilderness areas by the original Wilderness Act of 1964. Outward Bound chose this area as their original base camp in North America and still uses it . More recently, the Aspen Valley Land Trust acquired a parcel on the loop for school backcountry programs. Both programs are now limited by the ATV overuse.

The Gunnison County director of Public Works has stated in a conversation with a realtor, that property values along CR3 are decreased because of noise and dust. Realtor Jeff Bier told Steve Finn, landowner at the base of Daniel's Hill, that his property value was reduced up to 10 % because of noise and dust from ATV use. We all know that our quality of life is negatively affected by this use, but this property devaluation is demonstrable and measurable evidence. Local landowners are now pursuing their options for a lawsuit to force action by the county , alleging negligence in enforcement of speeding laws and the resulting loss of property values due to the externalities imposed upon them.

This possible action has a clear path. First, Gunnison County has a duty of care, that is, a legal obligation to protect us from the externalities of ATVs, especially considering that the county has allowed them access. Second, there has been no enforcement of speeding, parking or other regulations at all. This shows a breach of duty. Third, we can establish causation between this breach of duty and the effects listed in the second paragraph. Finally, physical damage is easy to document and the loss of appraised value of adjacent properties can help establish a dollar value for this claim.

If our three commissioners can be persuaded to direct the county to recinde OHV use on CR3 between Beaver Lake and Daniels Hill, this would reduce ATV use on the Loop by at least 90% and trailer parking in Marble by almost 100%. Jeeps and licensed motorcycles would still be allowed. ATV Users could still drive up to Daniels Hill with trailers and unload there, but that is so difficult and limited that it would discourage use by almost everyone. The county could also prohibit parking at the base of Daniel's Hill. This solution has already been implemented to deal with an identical situation in Pitkin County. Locals could still use their ATVs in town and landowners in Crystal would also be exempted as their ATVs are considered ranch utility vehicles by state vehicle codes.

The quality of a solution should be judged by its effects and also by how easy it is to implement. This suggested solution involves only persuasion of three county commissioners and no involvement of town

or federal governments. Commissioner Liz Smith can personally testify how ATV noise made it difficult to hold a community meeting in the Millsite Park last summer. This solution could be in place before the next summer of Hell begins. Just because a solution is not perfect is not a reason to do nothing. In fact, this action would solve multiple problems for the Towns of Marble and Crystal and for the Forest Service on the entire Lead King Loop.

Here is what you do: Send an email to :

Marlene Crosby, Director of Public Works for Gunnison County (mcrosby@gunnisoncounty.org)

and our three commissioners, Elizabeth Smith (eksmith@gunnisoncounty.org),

Johnathan Houck (jhouck@gunnisoncounty.org)

and Roland Mason (rmason@gunnisoncounty.org).

Describe the situation last summer and state that it is unacceptable. If you don't like my proposed solution, suggest another.

Key points are:

1. This is an emergency situation! The impact of the existing ATV use on the Loop is so great on the environment and community that it should stop immediately. Only if the county is able to provide support services and resource protection should use by ATVs be reconsidered.
2. Publicity and signage begins immediately to inform ATV users of this change in regulation.
3. The Gunnison County undersheriff has stated that beginning in June, two full time deputies will be available on this side of Kebler Pass. Somerset certainly does not need both. One should be stationed here in Marble full time during summer and fall to enforce regulations. This deputy could even be a partner to USFS and patrol the Lead King Loop. Pitkin County has similar arrangements with the forest service.

Let's bring serenity back to our valley!

Alex Menard 970.963.1141

To join the lawsuit, send your email to: menardalex02@gmail.com.

MEMORANDUM

TO: Town of Marble Board of Trustees

FROM: Mark Chain, planner *MC*

DATE: February 24, 2021

RE: Town of Marble OWTS Review

I have been working with Town Administrator Ron Leach on examining the Town's On-site Wastewater Treatment System Regulations and how they are administered. The project will examine the ownership of lots throughout the town, provide information on exactly how many are developed or vacant, quickly review the interrelationship between the OWTS Regulations and the town zoning code, and hopefully provide you enough information so that you can make an informed decision in case you want to make changes to parts of the town code or regulations.

At the upcoming meeting on March 4th I intend to provide you background in an informal session where we can hang some maps on the wall and I can project some slides to give you background on a number of items. These will include:

- Displaying a plat map which shows the lots, blocks and ownership of the entire town site.
- A quick summary of relevant zoning information
- A quick summary of relevant portions of the Town OWTS Regulations
- examples of lots that have been "consolidated" for any number of reasons including for reaching minimum size to obtain an OWTS
- Discussion of ongoing effort to compile a database of lot ownership and land use within the town limits.

Due to COVID and Internet conductivity in the Town, the best method of doing this is in person or items can be displayed on a wall, on a flipchart or via projection. We'll have plenty time to discuss the information and I will try to answer as many questions as possible. The rest of this brief memo will provides you some background information to help you prepare for the meeting.

Lot Ownership and Land Use Research

I am undertaking and effort in researching every lot/parcel in town and identifying its ownership, land use (residential, vacant, commercial, public), its size, existing utilities and whether or not it has been "consolidated" or "merged". We have obtained an ownership matrix/spreadsheet from Gunnison County which includes owner's name, parcel identification/account number, mailing address, physical

address etc. In addition to this information, we are gathering data related to parcel size, size of the structure and date of construction and whether it has utilities. This will provide an exact count of the number of parcels that are developed, how many lots are nonconforming, the size of the lots that are vacant etc. This will provide useful information for future decision-making. I hope to have this research complete by the March for meeting.

Town Zoning Regulations

The Town currently has 3 zone districts, they are Residential, Business and Public. Of interest to the Board will be the minimum lot sizes for development in the town. Section 7.2.30 G outlines the following:

- 20,000 ft.² or 8 lots for all property within the Original Townsite (25 ft wide lots as they were originally platted)
- 1 acre in the Alpine Woods Subdivision, Joy Annexation, and Marble Ski Area filing 1 and 2 and all property annexed to the town after 1993.
- There is no Minimum Lot size in the Public Zone District.

Town of Marble OWTS Regulations

These regulations were updated in 2018 and are quite extensive. They also have a minimum lot size in order to obtain an OWTS Permit. Section 9.M outlines Lot Size/contiguity and it coincides with minimum lot sizes found in the Town Zoning Regulations. Specifically, it requires 20,000 ft.² as the minimum lot size in the original town plat area and 1 acre in all areas annex of the town after 1922. It also addresses consolidation and contiguity. It allows individual lots and ownership parcels to be consolidated in order to form a minimum lot size for an OWTS. Such parcels if consolidated are required to record a document in the Gunnison Counties Clerk and Records Office. There are also contiguity criteria in order for these lots to be consolidated. They can be across an alley from each other, or even across the street from each other but generally would share a common property boundary if a street, alley or public right-of-way did not exist.

I can provide you a copy of these couple pages of pertinent information for you after we discussed this at the meeting if you think it would be helpful. I look forward to meeting with you.

Town of Marble
322 West Park St.
Marble CO 81623
(970) 963-1938

Residential Building Application

Date of Application: 01/20/2021 **Valuation of Work:** \$ 244,000.00

Type of Application:

- New Building Permit - Single Family Residence
 Garage. Attached _____ Detached _____
 Foundation for Manufactured Home
 Addition to existing Single Family Home
 Barn or storage shed
 Repair or Alteration

Applicant Information:

Name: Bruce L. & Virginia L. Goodrich

Mailing Address: 475 Winona Ct.

City: Denver State: CO Zip: 80204

Work Location (if different from above): 315 E. State St., Marble, CO

Daytime Phone: 303-934-2701 Evening Phone: 303-934-2701

Colorado-Licensed Engineer Information:

Name: Steven R. Edmiston (Evolve Structural Design LLC)

Address: 1040 Main St.

City: Carbondale State: CO Zip: 81623

Daytime Phone: 970-510-0773 Fax Number: _____

State License Number: 51035

Contractor Information:

Contractor Name: Andrew Schoon

Address: 159 River Frontage Rd.

City: Silt State: CO Zip: 81652

Daytime Phone: 970-948-9323 Fax Number: _____

License Number: _____

Residential Building Application

House Information:

Existing square footage: 0

Square footage for this permit: 925

Number of bedrooms: 2

Number of bedrooms added: 0

Number of Bathrooms: 1

Building Parcel Information:

Square footage: 20,000 SF

Zoning: Residential

Items Applicant is Required to Submit

1. Two (2) complete sets of building plans, stamped by a Colorado-licensed engineer. Plans should include a foundation plan, a complete floor plan, framing/cross section plan and elevation plan.
2. Two (2) documented surveys of the property. The survey should indicate:
 - a. Survey stakes at the 4 corners of the property
 - b. Location of existing structures and improvements, including well, septic systems and leach fields
 - c. Location of proposed structures, parking areas, well, septic and leach field
 - d. Setback requirements
 - e. Location of roads, streets, alleys and public rights-of-way
3. A copy of the recorded Warranty Deed.
4. Plan check fee of \$200.00 (non-refundable) This plan check fee is separate from the actual building permit fee. The building permit fee will be charged separately.

Notice

Separate permits are required for electrical, plumbing, heating ventilating or air conditioning.
This permit becomes null and void if work is not commenced within ____ months/days, or if work is suspended or abandoned for a period of ____ days at any time after construction has commenced.
I hereby certify that I have read and examined this application and know the same to be true and correct.

Bruce & Goodrich

Applicant Signature: *[Signature]* Date: 6/20/2021

For Town Use Only

Approved Fee _____ Denied Reason _____

Marble Park Space Use Agreement

This Marble Park Space Use Agreement (“Agreement”) is entered into between the Town of Marble, a Colorado statutory town (the “Town”), and The Marble Institute of Colorado, Inc., a Colorado non-profit corporation (“Licensee”). In consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Description of Property. The property that is owned by the Town and that is the subject of this Agreement (the “Property”) is described as: Lot 2 and Lot 3, Marble Institute of Colorado Annexation and Subdivision, according to the Plat recorded August 9, 1996, at Reception No. 469738, excepting therefrom the property set forth in the Deed recorded January 7, 2008, at Reception No. 581449, Town of Marble, County of Gunnison, State of Colorado.
2. License to Use Property.
 - a. Subject to the terms and conditions set forth in this Agreement, the Town grants to Licensee a revocable non-exclusive right to use the Property in furtherance of the Licensee’s charitable purposes and in coordination with Licensee’s use of adjacent property owned by Licensee.
3. Use of Property by Licensee.
 - a. Scope of Use. The Licensee shall be allowed to use the Property for placement of marble sculptures. Sculpting shall not take place on the Property unless approved as part of a special event, except for minor maintenance or repair. The Licensee shall be allowed to build and maintain walking trails on the Property for pedestrian access to the sculptures. Provided however, that the placement of sculptures shall be limited to locations approved in advance by the Town, upon submittal of a site plan by Licensee, and provided that the creation of trails shall be in accordance with plans and specification approved in advance by the Town upon submittal of such plans and specifications by the Licensee. Any other improvements shall require the prior approval of the Town.
 - b. Responsibility for Maintenance and Repairs. The Licensee shall be solely responsible, at its cost and expense, for maintenance and repair of personal property placed on the Property and improvements made to the Property by Licensee pursuant to this Agreement. Licensee shall further restore and replace any Town property damaged as a result of Licensee’s operations. Licensee shall conduct its operations in a clean, sanitary, and safe manner, and be responsible for any maintenance which is a result of Licensee’s operations.
 - c. Compliance with Law. Licensee shall comply with all applicable Federal, State, and local government laws, rules, and regulations, including without limitation the rules, regulations, and ordinances of the Town, which are now or hereafter in effect.
 - d. Non-Exclusive Use. The Property shall remain open to the public, subject to temporary closure for special events permitted by the Town or other temporary closures approved by the Town.
 - e. Special Events. Licensee shall obtain all necessary approvals from the Town for special events conducted on the Property.
 - f. Notice to Town. The Licensee shall notify the Town if the Licensee becomes aware of any dangerous condition on the Property, the need for maintenance of the Property, or improper or illegal use of the Property.

4. Rights and Obligations of the Town.

- a. Except as expressly set forth in this Agreement, the Town shall be responsible for the general maintenance and repair of the Property in a manner commensurate with the Town's maintenance of other public park property in the Town. Without limiting the generality of the foregoing, the Town shall maintain and plow streets and parking areas on the Property in a manner commensurate with the Town's maintenance of access and parking to other public park properties in the Town.
- b. The Town agrees to install and maintain one or more "dog station(s)" in location(s) reasonably required to allow for the sanitary disposal of pet waste.
- c. The Town agrees to install and maintain an appropriate number of trash receptacles.
- d. The Town agrees to install one or more "no smoking" signs on the Property.
- e. Camping on the Property shall be prohibited.
- f. The Town agrees to remove the existing fencing on the Property. No new fencing will be installed except for minor barriers installed to keep the public from touching sculptures.

5. Insurance.

- a. The Town shall maintain standard property and general liability insurance for the Property consistent with its existing insurance coverage for existing park properties.
- b. The Licensee shall be responsible for maintaining insurance for any personal property located on the Property.
- c. The Licensee shall maintain comprehensive general liability insurance with coverage of no less than one-million dollars per occurrence, covering all risks incident to the Licensee's use of the Property. The policy shall name the Town as an additional insured. The Licensee shall provide the Town with proof of insurance.

6. Indemnification; Limitation of Liability; Disclaimer of Warranties.

- a. Licensee agrees to indemnify, defend, save, and hold the Town fully harmless from and against all liabilities, losses, suits, claims, judgments, fines, or demands of every kind and nature (including all reasonable costs for investigation, reasonable attorney's fees, court costs, and expert's fees) arising from, related to, or caused by Licensee's use of, or occupancy of, or operations at the Property; provided, however, that Licensee shall not be liable solely and to the extent any injury, damage or loss is caused by the gross negligence of the Town, its agents, officials, or employees.
- b. The Town shall not be liable for any acts or omissions of Licensee, or its agents, servants, officials, employees, or independent contractors; or for any conditions resulting from the operations or activities of Licensee, its agents, servants, employees, officials, or independent contractors; or for any loss or damage to any personal property or equipment of Licensee, its agents, servants, employees, officials, or independent contractors.
- c. Licensee, by the execution of this Agreement, accepts the Property in an "as-is" condition. The Town makes no warranty, either express or implied, as to the condition of the Property or that the Property will be suitable for Licensee's purposes or needs.

7. CGIA. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq.

8. TABOR. This Agreement shall not be construed to create a multi-year fiscal obligation under C.R.S. § 29-1-110. The Town's obligations hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond this current fiscal year. If funds for any purpose under this Agreement are not appropriated for any subsequent fiscal year, any obligations requiring such an appropriation shall be void ab initio and unenforceable without penalty or further obligation of the Town. Likewise, if any provision in this Agreement is determined to constitute a violation of any Colorado law, including the Local Government Budget Law, such provision shall be deemed void ab initio. This provision shall supersede any conflicting provisions in this Agreement establishing any monetary obligation beyond the current fiscal year. In the event the Town fails to appropriate funds necessary to comply with this Agreement, the Licensee may terminate the Agreement.

9. Agreement Not Assignable. This License is personal and is granted solely to the Licensee identified herein and shall not be assigned to or assumed by any other party. Any assignment in violation of this paragraph shall be void.

10. Term; Termination. This Agreement shall be perpetual in duration, subject to termination in accordance with this Agreement. Either party shall have the right to terminate the Agreement upon 60 days' advance notice to the other party. The Agreement may be terminated at any time by mutual agreement of the parties. Upon termination of the Agreement, unless otherwise agreed by the Parties in writing, all personal property placed on the Property by the Licensee shall be removed within 60 days of termination, provided that such timeframe shall be extended to the extent that removal is made impracticable by inclement weather. Personal property remaining after such time period shall be deemed abandoned.

11. Time of Essence/Remedies. Time is of the essence, and if any obligation created by this Agreement is not timely performed by either Party, then the non-defaulting Party shall have all remedies available to it in law and equity.

12. Waiver of Breach. Waiver of breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.

13. Specific Performance Available. The Parties agree that damages may not be an adequate remedy for breach of this Agreement. Therefore, in the event of litigation or other dispute resolution process concerning this Agreement, the remedy of specific performance will be available to either party as well as any other remedy available at law or at equity.

14. Applicable Law; Venue; Attorney Fees. This Agreement shall be construed in accordance with the law of the State of Colorado. Gunnison County, Colorado, shall be the exclusive venue for any dispute arising from this Agreement. In the event of a dispute arising from the interpretation or performance of this Agreement, the prevailing party shall be entitled to recover its attorney fees and other costs.

15. No Third-Party Beneficiaries. This Agreement does not create any enforcement rights for any third parties.

16. Severability. The provisions of this Agreement are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

17. Authority; Effective Date. By executing this Agreement, each signatory represents that it is duly authorized to execute this Agreement on behalf of the Party represented, and no further action is required to make this Agreement a binding agreement between the parties hereto. This Agreement shall become effective upon the latter of mutual execution by both parties, and the passage of 30 days after publication of an ordinance approving this Agreement in accordance with C.R.S. 31-16-105.

18. Execution. This Agreement may be executed in counterparts. The parties shall accept electronic signatures as original signatures.

Town of Marble

The Marble Institute of Colorado, Inc.

By: _____

By: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

7:04 PM
03/01/21
Accrual Basis

Town of Marble
Balance Sheet
As of February 28, 2021

	<u>Feb 28, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
*General Fund -0240	38,258.22
Campground Account -6981	115,033.10
Money Market -1084	34,561.69
Severance/Mineral Proceeds-6157	148,982.53
Water Fees -0873	23,978.79
	<hr/>
Total Checking/Savings	360,814.33
	<hr/>
Total Current Assets	360,814.33
	<hr/>
TOTAL ASSETS	360,814.33
	<hr/> <hr/>
LIABILITIES & EQUITY	0.00

Town of Marble
Deposit Detail-General Fund
February 5 through March 31, 2021

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
03/04/2021		Deposit	*General Fund -0240	2,329.23
	Colorado Stone Quarry CSQ	Deposit	CSQ Lease Agreement	-2,329.23
TOTAL				-2,329.23
03/04/2021		Deposit	*General Fund -0240	300.00
	Colorado Stone Quarry CSQ	Deposit	CSQ Maintenance Payments	-300.00
TOTAL				-300.00
03/04/2021		Deposit	*General Fund -0240	2,329.23
	Colorado Stone Quarry CSQ	Deposit	CSQ Lease Agreement	-2,329.23
TOTAL				-2,329.23
03/04/2021		Deposit	*General Fund -0240	40.00
	Gunnison County Clerk	Deposit	General Sales Tax	-40.00
TOTAL				-40.00
03/04/2021		Deposit	*General Fund -0240	50.00
	abstract marble	Deposit	Business Licenses	-50.00
TOTAL				-50.00
03/04/2021		Deposit	*General Fund -0240	1,023.00
	virginia goodrich	Deposit	Septic Permits	-23.00
	virginia goodrich	Deposit	Septic Permits	-100.00
	virginia goodrich	Deposit	Septic Permits	-900.00
TOTAL				-1,023.00
03/04/2021		Deposit	*General Fund -0240	100.00
	virginia goodrich	Deposit	Septic Permits	-100.00
TOTAL				-100.00
03/04/2021		Deposit	*General Fund -0240	
TOTAL				0.00

Town of Marble
Deposit Detail-Money Market Fund
February 5 through March 31, 2021

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
02/08/2021		Deposit	Money Market -1084	5,112.19
	Colorado Departm...	Deposit	General Sales Tax	-5,112.19
TOTAL				-5,112.19
02/10/2021		Deposit	Money Market -1084	839.43
	Gunnison County	Deposit	Additional License Tax	-68.00
	Gunnison County	Deposit	General Property Tax	-645.98
	Gunnison County	Deposit	Specific Ownership Tax	-111.54
	Gunnison County	Deposit	Specific Ownership Tax	-27.51
	Gunnison County	Deposit	Treasurers Fees	13.60
TOTAL				-839.43
02/16/2021		Deposit	Money Market -1084	757.14
	Colorado Departm...	Deposit	Highway Use Tax (HUTF)	-757.14
TOTAL				-757.14
02/16/2021		Deposit	Money Market -1084	0.18
	Alpine Bank	Deposit	Interest Income	-0.18
TOTAL				-0.18

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03/01/21

Town of Marble
Check Register
March 4 through April 30, 2021

Num	Date	Amount
B & R Septic Services, Inc.	03/04/2021	-400.00
Cadfish	03/04/2021	-810.00
Century Link	03/04/2021	-240.74
Charlie Manus	03/04/2021	-195.21
Colorado Mountain News Media	03/04/2021	-14.63
Daly Property Services, Inc.	03/04/2021	-2,900.00
Holy Cross Electric	03/04/2021	-72.47
IRS	03/04/2021	-266.34
Marble Water Company	03/04/2021	-180.00
Mountain Pest Control, Inc.	03/04/2021	-50.00
Valley Garbage Solution, LLC	03/04/2021	-346.00