

Town of Marble
Regular Meeting of the Board of Trustees
December 3, 2020 7:00 P.M.
Marble Community Church, 121 W. State St. Marble, Colorado
Agenda

7:00 P.M.

- A. Call to order & roll call of the Regular Meeting of the Board of Trustees
- B. Approve previous minutes
- C. Chris Lawrence/Tim Whitsett, OWTS repair permit application
- D. Mayor's comments
- E. Administrator Report
 - a. Current bills & balances December 3, 2020
- F. Public Hearing regarding 2021 Budget, Ron
 - a. 2021 Budget Discussion
 - b. Consider approval of Ordinance # 5-2020 Adopting the 2021 Budget
 - c. Consider approval of Ordinance # 6-2020 Certifying the 2021 Mill Levy
- G. Land Use Issues
 - a. Consider approval Ordinance #7-2020 Antenna Tower Land Use Agreement w/ Visionary Broadband, Ron
 - b. Parks Committee report, Amber
- H. Old Business
 - a. Jail house grant up-date, Emma
 - b. Thompson Park AVLTL grant up-date, Amber
 - c. GOCO grant up-date, Ron
- I. New Business
 - a. Continuity of government, winter 2021, COVID considerations
 - b. Consider rescinding stage one fire restrictions
- J. Adjourn

Minutes of the Town of Marble
Regular Meeting of the Board of Trustees
November 5, 2020

A. Call to order & roll call of the Regular Meeting of the Board of Trustees – The meeting was called to order by Mayor Ryan Vinciguerra at 7:05 p.m. Present: Ryan Vinciguerra, Tim Hunter, Larry Good and Emma Bielski. Also present: Ron Leach, Town Administrator and Terry Langley, minutes. Attending by phone (executive session): Kendall Burgemeister, town attorney.

B. Approve previous minutes – Emma Bielski made a motion to approve the minutes of the Oct. 1, 2020 meeting. Tim Hunter seconded and the motion passed unanimously.

C. Josh Vogt, Oath of Office, Ryan – Josh took the oath of office and was seated as a trustee.

D. Executive session pursuant to CRS 24-6-402(4)(b) to receive legal advice regarding Lawrence pit privy and Case No. 20CV30012. Ryan made a motion to enter into executive session as stated above. Larry Good seconded and the motion passed unanimously. The executive session ended at 8:10 p.m. and the board went back into regular session. Kendall certified that the executive session did constitute exclusively attorney client privileged conversation.

E. Mayor's comments

a. Review sales tax election results, Ryan – Ryan reported that the sales tax initiative passed.

F. Land Use Issues (discussion of a. & b. were moved to below G.b. so that Ron could attend by phone.)

a. Update on GOCO grant & property purchase, Ron – Ryan reported that they spent hours negotiating with the seller and they got the dates to align with the needed due diligence dates. The town is under contract. Ron reported that the appraisal is scheduled for Dec. 4. GOCO will then have three weeks to review and award the money for a Dec. 29 closing.

b. Update on Visionary Broadband grant, Ron – The grant was awarded to Visionary Broadband and they intend to begin putting the system in the Spring. They are working on a lease agreement between the town, the fire department and Visionary for a communications tower to be placed next to the fire station. This will be a 40' tower with Visionary's transmitter and fire department antennas. Ron hopes that the town will have broadband in about a year. There is a 20% match required and Visionary is working on getting those funds and expects to get some help with that from the town and private donors.

c. Discussion regarding Marble Water Company correspondence regarding fire hydrant omission – Tom and John Williams wrote a letter with information regarding the fire hydrant omission, explaining that the MWC fees were not the only consideration in the fire department omitting the fire hydrant.

d. Up date on jail preservation grant, Emma – Emma reported that they did not get the grant. The application did make it to the final cut but due to Covid's impact on the State Historic Fund funding (which comes from gaming revenues) they did not have the funds to award the grant. They will meet

with Emma and explain any weaknesses and why other applications were awarded grants. The grant will be resubmitted in April with groundbreaking targeted for August. Donations for the needed matching funds are already coming in.

G. Old Business

a. Update from Marble Charter School, school year 2020, Karly – Karly reported that they are in the second week of in-door classes and things are going well. Covid precautions are in place. They have a counselor coming in to help with social and emotional issues surrounding Covid. There have been no cases. All products and equipment have to be reviewed and approved by the Gunnison County Dept. of Health and that process is underway. They are using the lox machines that the town, the school and Slow Groovin' supplied.

b. Parks committee report, Amber – Amber reported on the progress on the projects proposed by the PC in May. Mike Yellico took down some trees and hauled them out. He said that the stage is still to be repaired. Mike got metal roofing and has a few supplies he needs to make repairs and finish the roof. His understanding was that Mario would either take his materials back or he would be reimbursed for the materials he used for the stage. That question needs to be answered before further work is done. The Roaring Fork Outdoor Volunteers provided work on the established trails with help from the students from Marble Charter School. The Marble Chamber donated funds for the project. Tim suggested waiting on trails and entrance work until the property acquisition is complete. Mike got the material for the storage shed and a location needs to be decided upon. He suggested using the small marble building (the old outhouse) rather than building a new shed. Emma would like to see more town participation with decisions regarding the park. Tim is the board representative. Amber reported that they have not had meetings due to difficulty of getting together but they will try to have monthly meetings and hope to have one on Nov. 14. Emma would like to see a shared vision developed for the park. Amber will let the board know when the committee is meeting and what they will be discussing. The committee met with Aspen Valley Land Trust and AVLT is working on a grant for improvement of several of their properties, including Thompson Park. Emma spoke to collaboration on things such as the AVLT and the Jailhouse grant requests to help with communication and to avoid conflicts.

c. Other – Larry asked if there had been any short-term rental applications submitted and Ron said there have not. Larry suggested doing some outreach information guidance in the spring. This will be discussed further.

H. New Business

a. Community collaboration, Emma – This was covered in the parks report discussion.

b. Master plan discussion, Emma – The five-year master plan was written in 2000 and is outdated. Emma wants to develop a shared vision with citizens of the town. She would like funds included in the budget to begin this process. Ryan spoke to reaching out to citizens for their input. This could address many issues facing the town and would allow for collaboration with many projects.

c. Other

I. Administrator Report

a. Current bills payable November 5, 2020, Ron – All bills are listed in the packet. Larry Good made a motion to pay the bills. Josh Vogt seconded and the motion passed unanimously.

b. Public Hearing re: adoption of Ordinance # 4-2020 approving 2020 supplemental budget, Ron – This covers the supplemental budget for the purchase of the land. Emma Bielski made a motion to approve adoption of Ordinance #4-2020. Tim Hunter seconded and the motion passed unanimously.

c. Discussion of 2021 budget – Mike Yellico suggested a paid town employee for 25 hours a week, \$25 per hour for four months. This would include mowing, cleaning bathrooms, minor repairs, park cleaning, etc. Cost would be \$10,000 per year. Ryan suggested dividing the job because Charlie Manus is already cleaning the bathrooms. Camp ground host, parking liaison and park worker could all be paid positions. Emma felt that nailing down specific duties would need to be done first. Tim feels that the system they are using now is working and that the town needs to be conservative in terms of expenses at this time. Amber spoke to hiring someone local.

Emma spoke to the need for a master plan that would include some of these ideas. Mike said that the plan process needs to get started in 2021 because it can take several years to develop a master plan. Ryan said there are several items that need to be addressed sooner than a master plan can be developed.

Larry asked about the line item for grant writing. Emma said that she is currently working on the jail house grant and, additionally, there will be a need for matching funds (fund raising). She reminded the board that the town pledged \$5,000 for that for 2020 that was not spent. Ryan suggests increasing the grant writing to \$5,000.

Tim would like to see the street maintenance amount increased. Amber spoke to increasing the street budget as an example of the positive impact of the sales tax increase. Larry said that the street should remain the same. He spoke to the need for budgeting for legal services. Mike suggested cutting the road maintenance completely for one year.

Amber suggested a fund of some sort for the school.

d. Set public hearing for 2021 budget, 12/3/2020 – Larry Good made a motion to set the public hearing as stated. Tim Hunter seconded. The motion passed unanimously.

J. Adjourn – Tim Hunter made a motion to adjourn. Josh Vogt seconded. The meeting was adjourned at 10:05 p.m.

Respectfully submitted,
Terry Langley

OWTS Application

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

Type of Application (check one): OWTS Repair or Alteration

Applicant Information (owner of property):

Name: Eric A. & Christine M. Lawrence

Mailing Address: 7959 HWY 133

City: Carbondale State: CO Zip: 81623

Daytime Phone: _____ Evening Phone: _____ Cell Phone: 970 948 6878

Fax: _____ Email Address: rick@netoasis.com

Licensed OWTS System Contractor Information:

Name: Pifco

Mailing Address: 2017 154 Road

City: Glenwood Springs State: CO Zip: 81601

Office Phone: 704 0757 Cell Phone: 366 0595

Fax: _____ Email Address: Matthew Piffer [mailto:mpiffer88@gmail.com]

OWTS System Designer Information:

Name: Paul Rutledge

Mailing Address: 502 E. Main St.

City: Carbondale State: CO Zip: 81623

Office Phone: 704 0311 Cell Phone: _____

Fax: 704 0313 Email Address: prutledge@sopriseng.com

Building Contractor (if applicable):

Name: N/A

Mailing Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____ Cell Phone: _____

Fax: _____ Email Address: _____

Agent for Applicant (if person requesting OWTS Permit is other than Applicant or Licensed OWTS Contractor):

Name: N/A

Mailing Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____ Cell Phone: _____

Fax _____ Email Address: _____

Parcel Information:

Legal Description of Parcel: PARCEL NUMBER 291726107009 LOTS 1,2,3 BLK C
MASONS ADDN MARBLE #614793 #637526

Street Address: 209 HILL ST, MARBLE

Parcel Size: 0.24 ac 10,400 (square-feet / acres) (circle one)

You must attach a copy of the recorded deed conveying the subject property to the Applicant.

Project Information:

Residential Commercial (check one)

Description of existing and proposed land uses of the property to be served: Existing residential structure with pit privy and existing septic tank, gray water system, existing Town water service, Existing driveways, Existing irrigation improvements, Existing utilities.

Square footage of structure(s) served: 630 S.F. +/- _____

If Project is residential:

Number of bedrooms: 2

Number of Bathrooms: 1

Number of Kitchen Facilities: 1

Dishwashers: 0

Garbage Disposals: 0

Clothes Washers: 1

If Project is commercial, in addition to the applicable information requested above, describe the number and type of improvements that will drain into the OWTS system, the estimated number of persons who will use the improvements, and hours and seasons of operations: N/A

Proposed or existing water source:

Well, Permit No. _____

Marble Water Company tap

Cistern

Other: _____ (describe)

Copy of well permit or proof of water tap, as applicable, shall be submitted with this Application.

The following information must also be included with the OWTS Application:

1. Report from Site and Soil Evaluation (see Section 5, below);
2. Current Improvement Survey Plat or Improvement Location Certificate for the subject property;
3. Design Document (see Section 5 of the Town's OWTS Regulations) stamped by a licensed Engineer, including a legible, scaled, accurate site plan which shows pertinent physical features on subject property, and on adjacent properties, as noted in Table 7-1 of the Town's OWTS Regulations; and
4. Other information, data, plans, specifications and tests as required by local public health agency. When specific evidence suggests undesirable soil conditions exist, additional hydrological, geological, engineering or other information provided by a professional engineer or geologist may be required to be submitted by the applicant.
5. Letter of authorization to act on Applicant's behalf (if agent is obtaining permit on behalf of Applicant)

The following fees must be submitted by an applicant at the time the permit application is submitted to the Town:

1. A non-refundable application fee of **\$100**
2. A permit fee of \$900 for new installations and **\$200** for repairs and alterations to cover the cost of inspections and other services performed by the Town. Any portion of the permit fee that is not used to cover out-of-pocket expenditures by the Town in reviewing the application shall be refunded if the permit is not issued.
3. A surcharge fee of **\$23**, of which the Town shall retain three dollars and twenty dollars shall be transmitted to the state treasurer, who shall deposit that sum in the water quality control fund created in section 25-8-502(1)(c), C.R.S.

The following steps must be completed to obtain final approval of a permit:

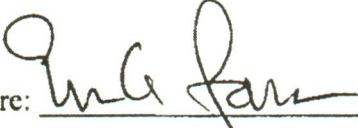
1. A site and soil inspection is required prior to application submittal. The applicant shall contact the Town to schedule an on-site meeting.
2. The Town must determine whether the information provided in the permit application, site and soil evaluations, assumptions and calculations, and design of the proposed OWTS are in compliance with the requirements of the OWTS Act and regulations adopted pursuant thereto. If the submittal is determined to be in compliance, authorization to begin installation may be given.
3. A final site inspection after the system has been placed in the grounds and the elements connected, but before it has been backfilled or placed into use, is required. The applicant


or the systems contractor must provide the Town and the engineer, if engineer-designed, with notice that the progress of the work has been sufficiently completed to allow inspections to determine if all work has been performed in accordance with the permit requirements and to determine compliance of the system with the OWTS Act and the regulations adopted thereunder.

4. Final approval of the permit by the Town is contingent upon:
- a. Receipt of letter from the engineer certifying construction of system as designed, if engineer-designed;
 - b. Receipt of an as-built "Record" drawing; The record drawing shall be drawn to scale and include a graphic scale bar. The drawing shall show the locations and descriptions of the OWTS components, as installed. Applicable information relative to locating and maintaining the OWTS components shall be included.
 - c. Final inspection by the Town, prior to backfilling, confirming that the OWTS was installed according to the permit requirements and regulations or variances to the regulations; and
 - d. Identification of the system contractor.

In signing this application, I acknowledge that:

- I have received a copy of the Town of Marble On-Site Wastewater Treatment System Regulations
- Any permit issued will expire one year after issuance if construction has not yet commenced;
- Any change in plans or specifications will invalidate the permit unless approved in writing by the Town of Marble;
- In the event that a permit is issued, installation of the OWTS must be in accordance with the permit, and the Town's designated representative shall be allowed to make a final inspection of the OWTS prior to backfill.
- The issuance of a permit and specifications of terms and conditions therein shall not constitute assumption of liability, nor create a presumption that the local public health agency or its employees may be liable for the failure or malfunctioning of any system. Permit issuance shall not constitute a certification that the system, the equipment used in the system, or any component used for system operation will ensure continuous compliance with the provision of the OWTS Act, the regulations adopted thereunder, or any terms and conditions of a permit.

Applicant Signature:  Date: 1-7-2020

 1-7-2020

Town of Marble
Balance Sheet
As of December 3, 2020

	<u>Dec 3, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
*General Fund -0240	28,836.70
Campground Account -6981	115,033.10
Money Market -1084	43,656.92
Severence/Mineral Proceeds-6157	148,982.53
Water Fees -0873	17,932.08
	<hr/>
Total Checking/Savings	354,441.33
	<hr/>
Total Current Assets	354,441.33
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TOTAL ASSETS	354,441.33
	<hr/> <hr/>
LIABILITIES & EQUITY	0.00

Town of Marble
Deposit Detail-General Fund
November 5 through December 31, 2020

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
11/12/2020		Deposit	*General Fund -0240	0.54
	Intuit	Deposit	Unclassified	-0.54
TOTAL				-0.54
12/02/2020		Deposit	*General Fund -0240	2,394.27
	Gunnison County	Deposit	General Sales Tax	-2,394.27
TOTAL				-2,394.27
12/02/2020		Deposit	*General Fund -0240	300.00
	Colorado Stone Quarry CSQ	Deposit	CSQ Maintenance Payments	-300.00
TOTAL				-300.00
12/02/2020		Deposit	*General Fund -0240	479.47
	Chris Lawrence	Deposit	Non-Specified	-479.47
TOTAL				-479.47
12/02/2020		Deposit	*General Fund -0240	2,329.23
	Colorado Stone Quarry CSQ	Deposit	CSQ Lease Agreement	-2,329.23
TOTAL				-2,329.23

Town of Marble
Deposit Detail-Money Market Fund
November 3 through December 31, 2020

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
11/05/2020		Deposit	Money Market -1084	24.51
	Colorado Departm...	Deposit	Cigarette Tax	-24.51
TOTAL				-24.51
11/09/2020		Deposit	Money Market -1084	10,542.53
	Colorado Departm...	Deposit	General Sales Tax	-10,542.53
TOTAL				-10,542.53
11/10/2020		Deposit	Money Market -1084	280.03
	Gunnison County	Deposit	Additional License Tax	-74.00
	Gunnison County	Deposit	General Property Tax	-70.00
	Gunnison County	Deposit	Property Tax Interest	-4.20
	Gunnison County	Deposit	Specific Ownership Tax	-123.17
	Gunnison County	Deposit	Specific Ownership Tax	-10.88
	Gunnison County	Deposit	Treasurers Fees	2.22
TOTAL				-280.03
11/18/2020		Deposit	Money Market -1084	3,608.72
	Colorado Departm...	Deposit	Highway Use Tax (HUTF)	-3,608.72
TOTAL				-3,608.72
11/30/2020		Deposit	Money Market -1084	0.46
	Alpine Bank	Deposit	Interest Income	-0.46
TOTAL				-0.46

Town of Marble
Check Register
 November 15 through December 31, 2020

Num	Date	Amount
Colorado Mountain News Media 10981	12/02/2020	-16.14
Colorado Municipal League 10982	12/02/2020	-298.00
Environmental Services, Inc. 10977	11/15/2020	-4,631.26
Marble Community Church 10983	12/02/2020	-150.00
Mountain Pest Control, Inc. 10984	12/02/2020	-100.00
QuickBooks Payroll Service 12/02/2020	12/02/2020	-0.18
Strong Structures Ltd. 10976	11/15/2020	-1,339.31
Terry Langley 10986	12/02/2020	-85.00
United States Treasury 10980	12/02/2020	-1,726.90
Valley Garbage Solution, LLC 10985	12/02/2020	-213.00

12/02/20

Town of Marble
Payroll Report
November 30, 2020 through January 31, 2021

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Type</u>	<u>Amount</u>
United States Treasury				
12/02/2020	10980	United States Treasury	Liability Check	-1,726.90
Total United States Treasury				-1,726.90
Charles R Manus				
12/01/2020	10978	Charles R Manus	Paycheck	-816.37
Total Charles R Manus				-816.37
Ronald S Leach				
12/01/2020	10979	Ronald S Leach	Paycheck	-2,492.20
Total Ronald S Leach				-2,492.20
TOTAL				-5,035.47

Town of Marble
Budget vs. Actual
January through December 2020

	Jan - Dec 20	Budget	\$ Over Budget	% of Budget
Income				
Intergovernmental				
Cigarette Tax	213.36	100.00	113.36	213.4%
Colorado Trust Fund	331.47			
General Sales Tax	77,331.47	55,000.00	22,331.47	140.6%
Highway Use Tax (HUTF)	9,087.59	12,000.00	-2,912.41	75.7%
Mineral Lease Distribution	2,175.50	2,500.00	-324.50	87.0%
Severance Tax	4,543.75	2,500.00	2,043.75	181.8%
Total Intergovernmental	93,683.14	72,100.00	21,583.14	129.9%
Licenses & Permits				
Building Permits	3,330.75	1,500.00	1,830.75	222.1%
Business Licenses	150.00	1,500.00	-1,350.00	10.0%
Other Licenses & Permits	500.00			
Septic Permits	1,669.00	1,000.00	669.00	166.9%
Total Licenses & Permits	5,649.75	4,000.00	1,649.75	141.2%
Other Revenue				
Campground/Store Revenues	5,755.00	55,000.00	-49,245.00	10.5%
CSQ Lease Agreement	28,250.76	29,000.00	-749.24	97.4%
CSQ Maintenance Payments	3,600.00	3,300.00	300.00	109.1%
Donations	252.00	2,000.00	-1,748.00	12.6%
Holy Cross Electric Rebates	671.36	500.00	171.36	134.3%
Interest Income	4.88	3,500.00	-3,495.12	0.1%
Non-Specified	1,600.19	2,000.00	-399.81	80.0%
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%
Total Other Revenue	40,134.19	99,390.00	-59,255.81	40.4%
Taxes				
Additional License Tax	769.08	500.00	269.08	153.8%
General Property Tax	24,176.18	24,873.00	-696.82	97.2%
Property Tax Interest	91.28	100.00	-8.72	91.3%
Specific Ownership Tax	1,429.56	1,500.00	-70.44	95.3%
Total Taxes	26,466.10	26,973.00	-506.90	98.1%
Total Income	165,933.18	202,463.00	-36,529.82	82.0%
Gross Profit	165,933.18	202,463.00	-36,529.82	82.0%
Expense				
General Government				
Campground/Office Expenses	11,761.37	22,000.00	-10,238.63	53.5%
Church Rent	600.00	600.00	0.00	100.0%
Civic Engagement Fund	2,000.00	1,500.00	500.00	133.3%
Dues & Subscriptions	298.00	300.00	-2.00	99.3%
Elections	0.00	2,000.00	-2,000.00	0.0%
Legal Publication	339.32	1,000.00	-660.68	33.9%
Office Expenses	4,863.59	7,000.00	-2,136.41	69.5%
Parking Program Expenses	0.00	1,000.00	-1,000.00	0.0%
Recycle Program	2,343.00	4,000.00	-1,657.00	58.6%
Treasurers Fees	153.99	500.00	-346.01	30.8%
Tree Maintenance Program	0.00	500.00	-500.00	0.0%
Unclassified	16,420.21	3,000.00	13,420.21	547.3%
Weed Mitigation Program	1,420.00	1,000.00	420.00	142.0%
Workshop/Travel	0.00	1,000.00	-1,000.00	0.0%
Total General Government	40,199.48	45,400.00	-5,200.52	88.5%
Other Purchased Services				
Earth Day Expenses	0.00	2,000.00	-2,000.00	0.0%
Grant Writing	3,125.00	2,500.00	625.00	125.0%
Liability & Worker Comp Insc	5,031.29	5,000.00	31.29	100.6%
Park Improvements	1,560.00			
Utilities	3,307.73	4,000.00	-692.27	82.7%

	<u>Jan - Dec 20</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Other Purchased Services - Other	19.89			
Total Other Purchased Services	13,043.91	13,500.00	-456.09	96.6%
Purchased Professional Services				
Audit	7,350.00	7,500.00	-150.00	98.0%
Engineering-Water Augmentation	4,091.50	10,000.00	-5,908.50	40.9%
Engineering Services	450.00	3,000.00	-2,550.00	15.0%
Legal - General	27,480.46	22,000.00	5,480.46	124.9%
Legal - Water Augmentation Plan	0.00	3,000.00	-3,000.00	0.0%
Municipal Court	0.00	1,500.00	-1,500.00	0.0%
Total Purchased Professional Services	39,371.96	47,000.00	-7,628.04	83.8%
Roads				
Snow & Ice Removal	25,895.00	35,000.00	-9,105.00	74.0%
Street Maintenance	23,791.75	20,000.00	3,791.75	119.0%
Total Roads	49,686.75	55,000.00	-5,313.25	90.3%
Wages & Benefits				
FICA/Medicare	3,734.03	4,132.00	-397.97	90.4%
Total Wages	48,810.83	52,277.00	-3,466.17	93.4%
Total Wages & Benefits	52,544.86	56,409.00	-3,864.14	93.1%
Total Expense	194,846.96	217,309.00	-22,462.04	89.7%
Net Income	-28,913.78	-14,846.00	-14,067.78	194.8%

Budget Message **Town of Marble** **Fiscal Year 2021**

The attached 2021 budget for the Town of Marble includes these important features:

The Town maintains 3 separate governmental funds:

- General Fund
- Water Fund
- Park Fund

The Town maintains a separate Water Fees Account for the administration of a fee-for-service fund which provides water and fire hydrants and maintenance thereof for fire protection to the Town. In 2021 the Town of Marble will make a \$20,000 payment directly to the Marble Water Company from the Water Fees Account to satisfy the Marble Water Company's annual debt service payment for improvements made to the water system in 2002.

The budgetary basis of accounting is the modified accrual basis. The Town is in compliance with the Tabor mandated 3 percent reserves.

The Town of Marble mill levy remains at 6.505 mills for general operating expenditures for the fiscal year 2021.

The Town's Assessed Valuations for Property increased by approximately 25% in 2019 due to an increase in property valuations.

The services provided/offered to the taxpayers of the Town of Marble include:

- Repair and maintenance of town streets, including snow removal.
- Administer and inspect building & OWTS permits in the town in accordance with IBC codes and the Town's OWTS regulations.
- Maintain and improve town parks.
- Provide water and fire hydrants for fire protection;
- Administer Town business in a timely manner.

In 2017 the Town of Marble leased property from the Colorado Parks & Wildlife Division for use as a campground. The Town has rented the spaces in the newly acquired campground in 2017, 2018 & 2019 resulting in unanticipated revenues and expenditures. The campground was shut down in 2020 due to the COVID pandemic. The Town has budgeted to reopen the campground in 2021 if deemed safe to do so.

The Town of Marble approved a supplemental budget for 2020 due to unexpected revenues and expenditures due to the purchase of real estate within the Town boundaries to be used as a public park.

Town of Marble
Ordinance Number 5
Series of 2020

AN ORDINANCE ADOPTING THE BUDGET AND MAKING APPROPRIATIONS FOR
THE TOWN OF MARBLE FOR THE 2021 FISCAL YEAR

WHEREAS:

- A. The Town of Marble is a statutory town organized pursuant to Colorado Law; C.R.S. §31-1-101 *et seq.*;
- B. C.R.S. § 29-1-108(2) requires the Board of Trustees of the Town of Marble to “enact an ordinance or resolution adopting the budget and making appropriations for the budget year;”
- C. In accordance with C.R.S. § 29-1-104, the Board of Trustees of the Town of Marble designated the Town Clerk as the person to prepare the budget and submit the same to the Board of Trustees, and the Town Clerk did submit a proposed budget to the Board of Trustees;
- D. In accordance with C.R.S. § 29-1-106, the Board of Trustees caused notice of the proposed budget to be published in the Glenwood Springs Post Independent;
- E. In accordance with C.R.S. § 29-1-108(1), the Board of Trustees held a public hearing to consider the adoption of the proposed budget on December 3, 2020;
- F. The Board of Trustees finds and determines that the hearing on the proposed budget is now complete;
- G. The amounts appropriated do not exceed the expenditures specified in the budget.

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

- 1. The proposed budget presented to the Board of Trustees, as amended at the public hearing held on December 3, 2020, is hereby adopted as the budget for the Town of Marble, Colorado, for the 2021 fiscal year. The adopted budget is attached hereto as Exhibit A.
- 2. In accordance with such budget, the estimated expenditures for each fund for the 2021 fiscal year are as follows:

Fund	Expenditures
General Fund	\$210,400
Park Fund	\$14,000
Water Fee for Service	\$21,000
Total	\$245,400

3. In accordance with such budget, the estimated revenues for each fund for the 2021 fiscal year are as follows:

Fund	Revenue
General Fund	\$299,859
Park Fund	\$1,500
Water Fee for Service	\$20,000
Total	\$321,359

4. The following appropriations are made for the 2021 fiscal year:

Fund	Amount Appropriated
General Fund	\$210,400
Park Fund	\$14,000
Water Fee for Service	\$21,000
Total	\$245,400

5. The Clerk shall file with the Colorado Division of Local Government, before January 31, 2021, a certified copy of the budget, including the budget message, and a copy of Form DLG 70.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED BY TITLE this 3rd day of December, 2020, by a vote of ___ in favor and ___ opposed.

TOWN OF MARBLE:

Ryan Vinciguerra, Mayor

ATTEST:

Ron Leach, Clerk

Town of Marble
Ordinance Number 6
Series of 2020

AN ORDINANCE FIXING AND CERTIFYING THE MILL LEVY FOR THE TOWN OF
MARBLE FOR THE 2021 FISCAL YEAR

WHEREAS:

- A. The Town of Marble is a statutory town organized pursuant to Colorado Law; C.R.S. §31-1-101 *et seq.*;
- B. By Ordinance No. 5, Series of 2020, the Board of Trustees of the Town of Marble, Colorado has adopted the Town of Marble Budget for the 2021 fiscal year, and has made appropriations for the 2021 fiscal year;
- C. The Board of Trustees desires to fix and certify a mill levy to be levied upon all taxable property within the Town of Marble, to provide sufficient funds to pay the proposed expenditures for the 2021 fiscal year;
- D. The assessed valuation of taxable property for the year 2020 in the Town of Marble as returned by the County Assessor of Gunnison County, Colorado is \$4,051,300.00;
- E. The mill levy for the Town is presently 6.505 mills, and the Board of Trustees has determined that it is in the public interest to leave the present mill levy unchanged for the 2021 fiscal year.

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

1. An Ad Valorem Tax shall be levied against all taxable property in the Town of Marble, Colorado, for the 2021 fiscal year;
2. For the purpose of meeting all general operating expenses of the Town of Marble during the 2021 fiscal year, the Ad Valorem Tax shall be levied at a rate of 6.505 mills.
3. That the Clerk is hereby directed to deliver the Certification of Tax Levies (Form DLG 70), with a copy of this ordinance, to the Board of County Commissioners of Gunnison County, Colorado, as certification, no later than December 15, 2020.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED BY TITLE this 3rd day of
December, 2020, by a vote of ___ in favor and ___ opposed.

TOWN OF MARBLE:

ATTEST:

Ryan Vinciguerra, Mayor

Ron Leach, Clerk

TOWN OF MARBLE
GENERAL FUND
2021 Budget
12/3/2020

	2019 Audit	2020 Estimate	2021 Budget
Beginning Balance	319,316	318,157	234,091
Revenues			
Taxes			
General Property Tax	0	24,873	26,359
Specific Ownership Tax	0	1,500	1,500
Special Use & Sales Tax	0	0	0
Additional License Tax	0	700	500
Property Tax Interest	0	100	100
Total Taxes	24,010	27,173	28,459
Licenses & Permits			
Business Licenses	0	150	1,500
Building Permits	0	3,500	4,000
Driveway Access Permits	0	0	0
Septic Permits	0	1,669	3,000
Other Licenses & Permits	0	500	0
Total Licenses & Permits	2,796	5,819	8,500
Intergovernmental			
General Sales Tax	59,892	70,000	140,000
Highway User Taxes (HUTF)	13,670	12,000	14,000
Colorado Trust Fund	0	331	0
Severance Tax	5,165	4,544	4,000
Mineral Lease Distribution	2,823	2,176	2,500
Other permit and license fees	0	0	0
Cigarette Tax	224	200	100
Total Intergovernmental	81,774	89,251	160,600
Other			
Parking Program Revenue	0	0	0
Campground/Store Revenues	51,347	0	55,000
Interest Revenue	0	2,000	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	700	500
Donations	1,513	500	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
Total Other	86,708	40,500	102,300
Total Revenue	195,288	162,743	299,859
Other Financing Sources			
Transfer In from Water Fund	0	0	0
GOCO Grant		333,000	
Marble Institute		42,500	
Total Revenue and Other Financing Sources	195,288	538,243	299,859

TOWN OF MARBLE
GENERAL FUND
2021 Budget

	2019 Audit	2020 Estimate	2021 Budget
Expenditures			
Wages & Benefits			
Total Wages	0	48,793	55,000
FICA/Medicare	0	3,733	5,000
Total Wages & Benefits	50,732	52,526	60,000
General Government			
Parking Program Expenses	0	0	0
Campground/Office Expenses	28,381	11,000	25,000
Treasurer Fees	0	500	500
Abated Tax	0	0	0
Elections	0	2,000	0
Unclassified	2,302	7,000	3,000
Marble Fest Donation	0	0	0
Church Rent	450	600	600
Tree Maintenance Program	0	0	0
Civic Engagement Fund	0	2,000	1,500
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	1,420	1,000
Lead King Loop Project	0	3,000	3,000
Recycle Program	0	2,500	4,000
Total General Government	37,719	38,320	46,900
Roads			
Street Maintenance	0	24,000	20,000
Snow & Ice Removal	0	30,000	35,000
Total Roads	53,523	54,000	55,000
Purchased Professional Services			
Legal - General	14,847	32,000	25,000
Legal - Water Augmentation Plan	0	0	0
Audit	6,869	7,350	8,000
Municipal Court	0	0	1,500
Engineering Services - Water Augmentation Plan	16,633	4,092	0
Engineering Services	0	1,000	2,000
Total Purchased Professional Services	38,349	44,442	36,500
Other Purchased Services			
Liability & Workers Comp. Insurance	4,947	6,000	6,000
Utilities	3,107	4,000	4,000
Park improvements	5,926	1,560	0
Grant Writing	2,144	3,125	2,000
Lead King Loop Project	0	0	0
Earth Day Expenses	0	0	0
Total Other Purchased Services	16,124	14,685	12,000
Total Expenditures	196,447	203,973	210,400
Other Financial Uses			
Payment to Marble Water Company	0	0	0
Property Purchase	0	370,000	0
Property Purchase Due Diligence Costs			
Environmental Assessment	0	0	0
Mineral Assessment	0	0	0
Appraisal	0	1,500	0
Legal Services	0	5,000	0

Contingency	0	39,836	0
Title Company Closing Costs	0	2,000	0
Total Property Purchase Due Diligence Costs	0	48,336	0
Total Expenditures and Other Financing Uses	196,447	622,309	210,400
Ending Balance	318,157	234,091	323,550

**TOWN OF MARBLE
PARK FUND
2021 BUDGET**

	2019 Actual	2020 Estimate	2021 Budget
Beginning Balance	19,573	19,935	16,760
Revenues			
CTF Funds	1,284	1,500	1,500
Interest	0	0	0
Donation	0	0	0
Transfer	0	0	0
Total Revenue	1,284	1,500	1,500
Expenditures			
Maintenance	622	3,500	5,000
Improvements	300	0	5,000
Historical Park Preservation Planning	0	0	2,000
Grant Writer	0	0	2,000
Other	0	1,175	0
Total Expenditures	922	4,675	14,000
Ending Balance	19,935	16,760	4,260

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

	2019 Audit	2020 Estimate	2021 Budget
Beginning Balance	0	18,099	18,099
Revenues			
Fee for Service	22,060	20,000	20,000
Interest	59	0	0
Total Revenue	22,119	20,000	20,000
Expenditures			
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
Total Expenditures	20,000	21,000	21,000
Other Financing Uses			
Transfer out to General Fund	0	0	0
Total Expenditures and Other Financing Uses	20,000	21,000	21,000
Ending Balance	2,119	17,099	17,099

LAND LEASE AGREEMENT

This Agreement, made this ____ of _____, 20__ between the **Town of Marble**, a Colorado statutory town (“TOWN”), **Carbondale and Rural Fire Protection District**, a Colorado special district (“FIRE DISTRICT” or “LESSOR”), and **Visionary Communications Inc.**, a Wyoming corporation (“LESSEE”). TOWN, LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as a “Party.”

Whereas:

- A. LESSEE is an Internet service provider that has received a grant from the Colorado Department of Regulatory Agencies to install infrastructure and provide high-speed wireless Internet services to the surrounding area. Toward this end, LESSEE needs to locate telecommunications equipment on the Lease Area (defined below).
- B. TOWN is the owner of the property upon which the Lease Area is located at 300 W. Park St., Marble, CO 81623 (approximate GPS coordinates 39.070088, -107.190966) (the “Property”).
- C. LESSOR is the current tenant of the Property upon which the Lease Area is located, pursuant to that certain Firehouse Lease dated February 6, 2020 (“Firehouse Lease”). The Firehouse Lease states that the FIRE DISTRICT shall not sublet any portion of the Property without the prior written consent of the TOWN.

Now, therefore, the Parties agree as follows:

- 1. PREMISES. LESSOR hereby leases to LESSEE the “Lease Area”, illustrated on Exhibit A, together with the non-exclusive right (the “Access Right-of-Way”) for ingress and egress, on foot or motor vehicle, from the nearest public right-of-way to the Lease Area, and the non-exclusive right (the “Utility Right-of-Way”) for the installation and maintenance of utility wires, poles, cables, conduits, and pipes to serve the Lease Area. The Lease Area, Access Right-of-Way and the Utility Right-of-Way may hereinafter be collectively referred to as the “Premises.”
- 2. CONSENT BY TOWN; ASSIGNMENT TO TOWN. The TOWN consents to the lease of the Premises to LESSEE in accordance with the terms and conditions of this Agreement. In the event that the Firehouse Lease expires or is terminated for any reason, and this Agreement is still in effect, the LESSOR’s rights and responsibilities under this Agreement shall automatically be transferred to the TOWN, and this Agreement shall otherwise remain in full force and effect.
- 3. USE AND ACCESS.
 - a. The Lease Area shall be used by LESSEE for the purpose of installing, replacing, maintaining, repairing and operating, all at LESSEE’s sole cost and expense, the LESSEE Improvements described in Exhibit C and the LESSEE’s antennas and affiliated equipment used for purposes of receiving and transmitting data and voice traffic (the “LESSEE’s Equipment”). The LESSEE Improvements and LESSEE’s Equipment may be referred to collectively herein as the “Facility.”

- b. LESSEE shall have 24/7 access to the Premises from a public right-of-way for installation, operation, maintenance, and repair of the Facility;
- c. LESSEE shall not be permitted to install any utilities within the Access Right-of-Way; all of LESSEE's utilities shall be installed within the Utility Right-of-Way and Lease Area.
- d. LESSOR and TOWN shall have the right at all times to inspect any equipment placed on the Premises by LESSEE.
- e. LESSEE acknowledges that LESSOR will deliver the Premises in "as is" condition, and except as otherwise expressly provided herein, without warranty or representation, express or implied, as to its condition or suitability for the permitted use.

4. IMPROVEMENTS, REMOVAL, RELOCATION AND MAINTENANCE.

- a. LESSEE shall, at LESSEE's sole cost and expense, install the LESSEE Improvements and LESSEE Equipment.
- b. LESSEE shall own the LESSEE Improvements in fee during the term of this Agreement. Upon termination of this Agreement, ownership of the LESSEE Improvements shall be transferred to the TOWN, but ownership of the LESSEE Equipment shall remain with the LESSEE.
- c. In connection with LESSEE's installation and construction of improvements on the Premises, all of LESSEE's construction and installation work shall be performed at LESSEE's sole cost and expense, in a good and workmanlike manner and in conformance with all applicable laws, ordinances, rules and regulations. LESSEE shall not place any signage, logos or graphics on the Premises, except for signage required by law or expressly authorized by LESSOR and the TOWN in writing.
- d. LESSEE shall, within 90 days following expiration or any termination of this Agreement, remove the LESSEE Equipment. All work to remove the LESSEE Equipment shall be performed and completed at the expense of LESSEE and shall be accomplished in a good workmanlike manner. Any holding over shall be an unlawful detainer and LESSOR may institute such proceedings against LESSEE and shall receive \$50 per day as liquidated damages.
- e. LESSEE, shall, at LESSEE's sole cost and expense, maintain and repair the Facility in good and safe condition and in compliance with all applicable laws, ordinances, rules, and regulations. During the term hereof, LESSEE shall keep the Premises in a neat and tidy condition and keep the same clear of litter, debris, obstructions, or weeds. LESSOR shall have no obligation to LESSEE to maintain or repair the Premises or the Facility. LESSEE shall promptly repair any damage to the Property caused by LESSEE's construction or operation of the Facility or LESSEE's access, use or occupancy of the Premises.
- f. LESSEE shall not permit any claims to be asserted against the LESSOR or TOWN arising from LESSEE's use of the Premises, nor shall LESSEE permit any mechanics', materialman's' or other liens to be filed against the Property. LESSEE further covenants and agrees that any claims asserted against the LESSOR or TOWN and that any lien filed against the Property for work claimed to have been done for or

materials claimed to have been furnished to, LESSEE, will be discharged by LESSEE by bond or otherwise within 30 days after the filing thereof, at the cost and expense of LESSEE. If any such claims are asserted or such liens are filed and not released within such 30 day period, LESSOR or TOWN may, without waiving its rights and remedies based on such breach by LESSEE and without releasing LESSEE from any of its obligations, cause such claims and liens to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such claims and liens. LESSEE shall pay to LESSOR or TOWN at once, upon notice to LESSEE, any sum paid by LESSOR or TOWN, as the case may be, to remove such claims and liens, together with interest at the legal rate from the date of such payment by LESSOR or TOWN.

5. TERM; CONSIDERATION.

a. This Agreement shall be effective as of the date of execution by all Parties, provided, however, the Term shall be for 10 years commencing on the Commencement Date (as hereinafter defined). The Commencement Date shall be the first day of the month in which LESSEE begins installation of the LESSEE Improvements. The Parties agree to acknowledge the Commencement Date in writing. The "Term," as used in this Agreement shall mean and refer to the term as provided in this Paragraph.

b. The Agreement shall automatically be extended for successive 10 year extension terms unless any party terminates it at the end of the then current term by giving the other parties written notice of the intent to terminate at least 180 days prior to the end of the then current term. The initial term and all extension terms shall be collectively referred to herein as the "Term."

c. In consideration for LESSOR leasing the Premises to LESSEE pursuant to this Agreement, and for the Town consenting to such lease, LESSEE shall:

i. Provide two business internet connections and service, free of charge, to the Town of Marble, up to 100 Mbps each, one to be installed at 300 W. Park St., Marble, CO 81623 (Marble Fire Station) for use by the TOWN and the LESSOR and one to be installed at such other location as the TOWN may designate (provided that such location is capable of being served by LESSEE). Routers shall be provided by the TOWN and LESSOR.

ii. Construct the Tenant Improvements.

iii. Allow colocation of equipment by third parties on the Tower in accordance with Exhibit B. The LESSOR shall have the first right to use 10 feet of space below the space used by LESSEE, as illustrated on Exhibit B, together with space below that for installation of wires and cables to such equipment.

iv. During the Term of the Lease, provide broadband internet service, in a manner substantially the same as that described in the grant application submitted to Colorado Department of Regulatory Agencies for the "Marble Broadband Project," at rates commensurate with those charged by LESSEE in its other service areas.

6. TAXES.

a. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which is the result of LESSEE's use of the Premises and Facility. LESSEE shall be responsible for the payment of any taxes, levies, assessments, and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, so long as no lien attaches to the Property.

b. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment.

7. GOVERNMENTAL APPROVALS. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement, at its sole expense, all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities. LESSEE shall commence obtaining all necessary governmental approvals upon the execution of this Agreement. In the event that LESSEE is not otherwise in default under this Agreement and any of such applications for such Governmental Approvals should be finally rejected despite diligent efforts by LESSEE to obtain such Government Approvals, LESSEE shall have the right to terminate this Agreement. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder, and except for LESSEE's obligations under Paragraph 4.d.

8. INDEMNIFICATION. LESSOR and TOWN shall not be liable to LESSEE or LESSEE's employees, contractors, subcontractors, suppliers or agents for any injury to person or damage to property on or about the Premises' caused by the negligence or misconduct of LESSEE, LESSEE's agents, servants or employees, or of any other person entering upon the Premises under express or implied invitation of LESSEE. LESSEE hereby agrees to indemnify, hold harmless and protect and defend LESSOR and TOWN and their respective officers, directors, agents, employees, representatives, and contractors from and against any and all claims, causes of action, liabilities, losses, costs, and damages, whether foreseen or unforeseen, arising out of or related to LESSEE's use of or activities on or about the Premises or operation of the Facility, except to the extent such claims or damages are due to or caused by the negligence or willful misconduct of the LESSOR or TOWN, as the case may be, or their respective employees or agents. The provisions of this Paragraph shall survive the termination, cancellation, or expiration of this Agreement. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement shall be construed as an express or implied waiver by LESSOR or TOWN of their governmental immunity or of the governmental immunity of the State of Colorado, or as an express or implied acceptance by LESSOR or TOWN of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act.

9. INSURANCE.

a. LESSEE shall procure and maintain, at its sole expense throughout the duration of this Agreement, a commercial general liability policy with limits of \$1,000,000.00 per

occurrence for bodily injury (including death and property damage, and \$2,000,000.00 general aggregate, covering LESSEE's use and occupancy of the Premises and operation of the Facility, with a certificate of insurance to be furnished to LESSOR and TOWN prior to any use or occupancy of the Premises, or commencement of any construction or installation activities. The policy shall be issued by a company qualified to issue such policy in the State of Colorado, and shall name LESSOR and TOWN as additional insureds. Upon receipt by LESSEE of any written notice of cancellation of such insurance from its insurer, LESSEE shall use commercially reasonable efforts to provide the LESSOR and TOWN with 30 days prior written notice of such notice of cancellation.

b. LESSEE shall also maintain standard form property insurance ("All Risk" coverage) equal to the full replacement cost covering all of LESSEE's improvements, alterations, equipment and other personal property of LESSEE on or about the Premises.

c. LESSOR and TOWN, from time to time during the Term upon notice to, review and approval by the LESSEE, shall have the right to cause LESSEE to increase the above coverages to commercially reasonable levels.

d. LESSEE shall maintain Workers' Compensation insurance covering all employees entering upon the Premises in accordance with scope and limits as required by the State of Colorado.

e. LESSEE shall require any of its contractors, subcontractors, and suppliers entering upon the Premises to obtain and maintain substantially the same coverage as required of the LESSEE.

10. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to Paragraph 8, no Party shall be liable to any other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. **INTERFERENCE.** LESSEE shall comply with all applicable Laws in installing and maintaining its equipment and warrants that its equipment shall not cause interference with any other communications equipment existing and operating on the Property at the time LESSEE installs it. It shall cooperate with LESSOR to the extent necessary to determine the source of any interference that may be caused by or emitted from its equipment and, in the event LESSEE's equipment causes interference to other equipment located on the Property prior to the date LESSEE installs its equipment, LESSEE shall, within 15 days, take all steps and precautions necessary to correct and eliminate the interference. LESSOR represents and warrants that others permitted to have equipment on the Property shall be similarly constrained and that LESSEE is an intended beneficiary of such constraints.

12. **ELECTRICAL.**

a. In the event that electrical service to the Facility is separately metered, LESSEE shall pay for electrical service. If the service is not separately metered, LESSEE shall pay \$180 per year, in advance, to LESSOR to reimburse LESSOR for increased electricity expense caused by the Facility. Such payments shall commence when LESSEE first connects its equipment to electrical service, and the first year's payment shall be prorated

based on the number of days remaining in the year. In the event that either LESSOR or LESSEE believes that the actual cost of electrical service to the facility exceeds \$180 per year, the parties shall negotiate in good faith a reimbursement rate that compensates the LESSOR for the actual cost.

13. QUIET ENJOYMENT; TITLE; SUBORDINATION AND NON-DISTURBANCE.

a. TOWN represents and warrants that, subject to the express exceptions and other provisions of this Agreement:

i. LESSEE is entitled to access to the Premises at all times and to the quiet enjoyment and possession of the Premises throughout the Term of this Agreement, provided that LESSEE is not then in default under this Agreement, and provided further, that in accessing and using the Premises, LESSEE will not disrupt or impair the use of the remainder of the Property by TOWN or LESSOR.

ii. TOWN is seized of good and sufficient title and interest to the Property;

iii. TOWN has full authority to enter into and execute this Agreement, and that during the Term that there shall be no liens, judgments or impediments of title on the Property affecting TOWN's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

b. LESSOR represents and warrants that, subject to the express exceptions and other provisions of this Agreement:

i. LESSEE is entitled to access to the Premises at all times and to the quiet enjoyment and possession of the Premises throughout the Term of this Agreement, provided that LESSEE is not then in default under this Agreement, and provided further, that in accessing and using the Premises, LESSEE will not disrupt or impair the use of the remainder of the Property by TOWN or LESSOR

ii. LESSOR has full authority to enter into and execute this Agreement, and that during the Term that there shall be no liens, judgments or impediments of title on the Property affecting LESSOR's rights to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

c. Exceptions.

i. In the event of any emergency situation which poses an immediate threat of substantial harm or damage to person and/or property which requires immediate entry on the Lease Area, LESSOR or TOWN shall endeavor to notify LESSEE and, thereafter, if LESSEE fails to act immediately, the LESSOR or TOWN may enter the Lease Area and take such actions as are required to protect individual or personal property from such immediate threat of substantial harm or damage; provided, if the threat is such that the LESSOR or TOWN did not reasonably have time to notify LESSEE, then promptly after such emergency entry onto the Lease Area, LESSOR or TOWN shall give LESSEE notice of such entry. In addition, LESSOR and TOWN shall have the right to periodically enter the Premises to visually inspect the Facility upon reasonable prior notice to

LESSEE, which notice shall specify the date and time when LESSOR or TOWN seeks to enter the Lease Area.

ii. LESSEE accepts this lease subject and subordinate to any existing contract, lease, or encumbrance (if disclosed to LESSEE). LESSEE acknowledges that LESSOR has disclosed the Firehouse Lease and the deed restriction in the Correction Deed recorded in the real property records of Gunnison County at Reception No. 520018 (the "Deed Restriction").

(1) TOWN covenants that it will use reasonable efforts to obtain consent from the United States Small Business Administration to allow the use of the property contemplated herein. TOWN, on one occasion, may relocate LESSEE to another location within the Town of Marble on property that TOWN owns or has the right to use (herein referred to as the "Alternate Property"), provided the Alternate Property is similar to LESSEE's current Premises in size and is compatible for LESSEE's use. TOWN shall pay all costs incurred by LESSEE for relocating LESSEE's equipment from the Premises to a mutually agreeable site and improving the Alternate Property so that the Alternate Property is substantially similar to the original Premises, including all costs incurred to obtain all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities as well as any satisfactory soil boring tests which will permit LESSEE use of the Alternate Property as set forth herein. TOWN shall give as much advance notice as feasible and shall use all reasonable efforts to minimize interruption of service by LESSEE as a result of such relocation. In the event the Alternate Property is located off of the property subject to the Firehouse Lease, the TOWN would automatically assume the rights and obligations of LESSOR under this agreement.

14. **INTEGRATION AND SEVERABILITY.** This Agreement contains all agreements, promises and understandings between the Parties and that no verbal or oral agreements, promises or understandings shall be binding upon any party in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of any Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

15. **ASSIGNMENT; SUCCESSORS.** LESSEE shall not transfer this Agreement without the prior written consent of LESSOR and TOWN, which consent shall not be unreasonably withheld. Any transfer in violation of this paragraph shall be void. For purposes of this paragraph, the term "Transfer" shall be deemed to include the assignment, transfer, sublease, pledge, mortgage, hypothecation of this Agreement or any interest hereunder. This Agreement shall extend to and bind the lawful successors and assigns of the Parties hereto.

16. NOTICES. All notices hereunder must be in writing and shall be deemed validly given upon transmission by electronic mail; or two business days after sent by certified mail, return receipt requested or by commercial courier with proof of delivery, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Rob Goodwin, Chief
Carbondale & Rural Fire Protection District
301 Meadowood Drive
Carbondale, CO 81623
970-963-2491
rgoodwin@carbondalearfire.org

LESSEE: Greg Worthen
Visionary Communications Inc.
PO Box 2799 – 82717
Gillette, WY 82716
307-685-5510 office
gworthen@visionarybroadband.com

TOWN: Ron Leach
Town of Marble
322 West Park St.
Marble, CO 81623
970-963-1938
leach@townofmarble.com

17. RECORDING. At LESSEE's request, the Parties agree to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer at LESSEE's expense.

18. DEFAULT.

- a. LESSEE shall be deemed to be in default of this Agreement if:
 - i. LESSEE becomes insolvent and/or files for bankruptcy;
 - ii. A receiver or trustee is appointed for all or substantially all of the assets of LESSEE;
 - iii. LESSEE vacates or abandons any substantial portion of the Lease Area; or
 - iv. LESSEE fails to observe or perform any other covenants, conditions, or provisions of this Agreement to be observed or performed by LESSEE, when such failure continues for a period of 30 days after written notice thereof by LESSOR to LESSEE (provided, however, that if the nature of LESSEE's default is such that more than 30 days are reasonably required for its cure, the LESSEE shall not be deemed to be in default if LESSEE commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion).

- b. In the event there is a default by LESSOR or TOWN with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give the defaulting Party written notice of such default. After receipt of such written notice, the defaulting Party shall have 30 days in which to cure any such default, provided the defaulting Party shall have such extended period as may be required beyond the 30 days if the nature of the cure is such that it reasonably requires more than 30 days and the defaulting Party commences the cure within the 30 day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against the defaulting Party unless and until the defaulting Party has failed to cure the default within the time periods provided in this Paragraph.
19. **HOLDOVER.** If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis.
20. **REMEDIES.** In the event of a default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located.
21. **CASUALTY.** In the event of damage by fire or other casualty to the Facility, without fault or negligence by LESSEE, and such damage cannot be repaired at a reasonable cost or in a reasonable time, then LESSEE may, at any time following such fire or other casualty, terminate this Agreement upon 21 days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement.
22. **APPLICABLE LAWS.** During the Term, LESSEE shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively "Laws"), including but not limited to land use regulations, building codes, Laws regarding non-interference, and Laws governing the protection of the environment or employee health and safety.
23. **GOVERNING LAW.** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the Laws of the State of Colorado. Venue for all actions in connection herewith shall be in Gunnison County, Colorado.
24. **ATTORNEY FEES.** In the event that any action shall be instituted by any Party for the enforcement of any of their rights in and under this Agreement, or if any Party is involuntarily enjoined in an action or proceeding involving another Party, the Party in whose favor judgment shall be rendered in such action shall be entitled to recover from the other Party(ies) all costs reasonably incurred by the prevailing Party in such action, including actual costs and reasonable attorneys' fees.
25. **SURVIVAL.** The provisions of the Agreement relating to indemnification from one Party to another Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
26. **NON-AGENCY.** It is not the intention of the Parties to create by this Agreement a relationship of master-servant or principal-agent, and under no circumstances shall LESSEE be

considered the agent of LESSOR or TOWN, or vice-versa, it being the sole purpose and intent of the Parties to this Agreement to create a relationship of landlord, tenant, and sub-tenant.

27. AUTHORITY; SIGNATURES. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

By: _____
Name: Rob Goodwin
Title: Chief
Date:

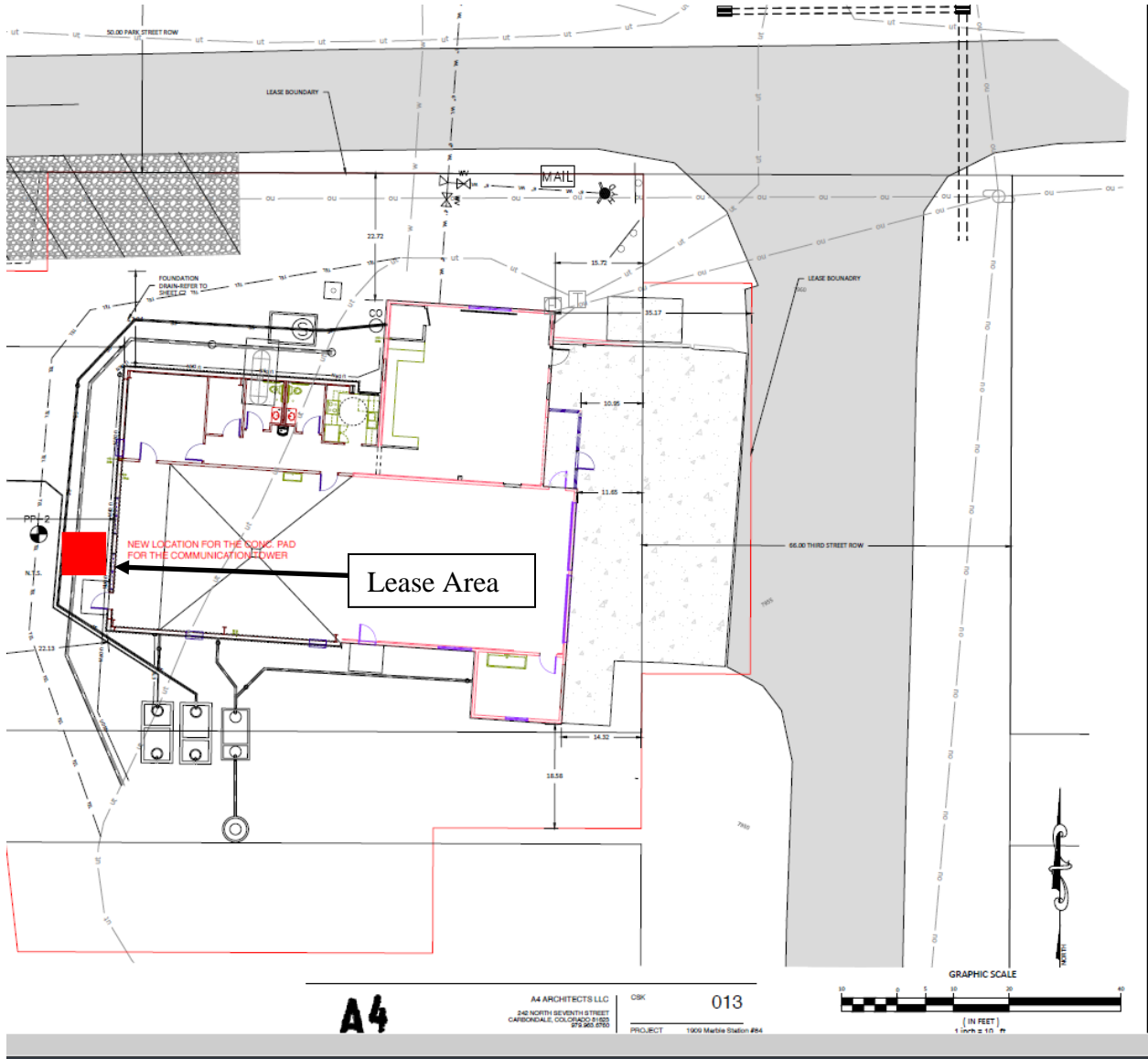
LESSEE: Visionary Communications Inc., a Wyoming corporation

By: _____
Name: Greg Worthen
Title: Secretary
Date:

LESSOR:

By: _____
Name: Ryan Vinciguerra
Title: Mayor
Date:

Exhibit A: Premises



A4

A4 ARCHITECTS LLC
242 NORTH SEVENTH STREET
CARBONDALE, COLORADO 81625
970.862.0780

CSK 013
PROJECT 1909 Marble Station #84

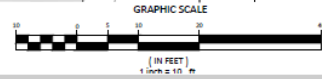


Exhibit B: Tower

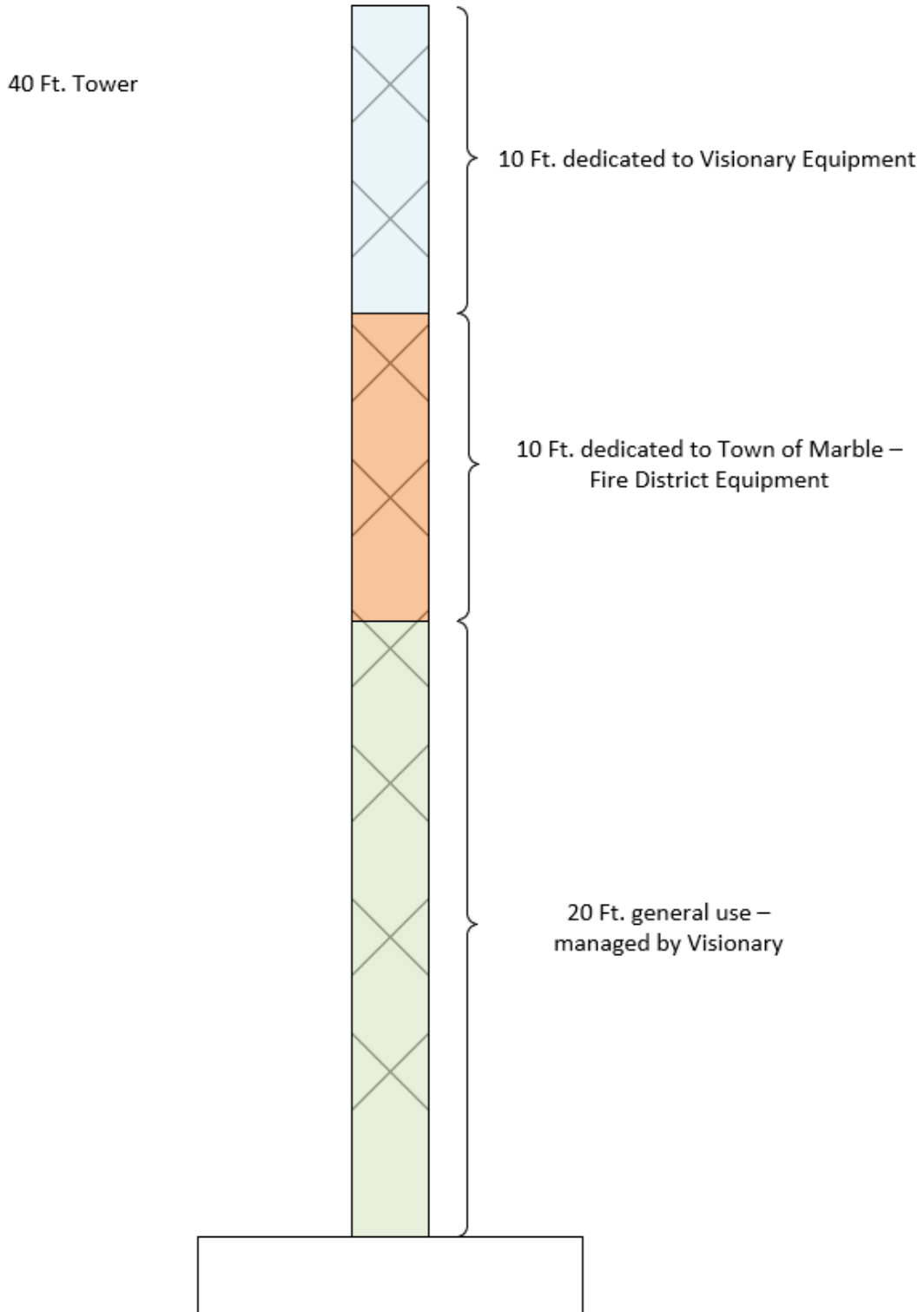


Exhibit C: LESSEE Improvements

A new 40' tower (the "New Tower") to be constructed within the Lease Area;

Town of Marble
Ordinance Number 7
Series of 2020

AN ORDINANCE APPROVING A LEASE BETWEEN THE TOWN OF MARBLE, CARBONDALE AND RURAL FIRE PROTECTION DISTRICT, AND VISIONARY COMMUNICATIONS INC.

WHEREAS:

The Town of Marble (the “Town”) is a statutory town organized pursuant to Colorado Law; C.R.S. §31-1-101 *et seq.*;

The Town owns certain land described in the Correction Deed recorded at Reception No. 520018, known as the Mill Site Park (the “Mill Site Property”);

Visionary Communications Inc. (“Visionary”) received a grant to install infrastructure necessary to provide broadband internet service within the Town;

Carbondale and Rural Fire Protection District (“CRFPD”) has leased a portion of the Mill Site Property for the fire station (the “Fire Station Property”), *see* Ordinance 2020-1;

The CRFPD lease for the Fire Station Property provides: “In the event that a communications tower is located on the Premises, the Town shall have the right to locate communications (e.g. broadband / telecommunications) infrastructure on such tower, provided that the same does not unreasonably interfere with the Tenant’s use of the Premises and the tower.”

The CRFPD lease for the Fire Station Property also provides that CRFPD cannot sublease the property without the Town’s consent.

It would be advantageous to locate a tower with wireless broadband equipment on the Fire Station Property.

The CRFPD is willing to lease a portion of the Fire Station Property to Visionary, in accordance with the terms and conditions of the lease (the “Lease”) attached as Exhibit A hereto.

The Board of Trustees finds that consenting to and becoming a party to such Lease is in the best interests of the Town of Marble.

C.R.S. § 31-15-713 requires that any lease in excess of one year be approved in a Town ordinance, and the Lease is for a term in excess of one year.

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

1. The Lease between the Town of Marble, CRFPD, and Visionary, attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and shall be executed by the Mayor on behalf of the Town of Marble.
2. A copy of this ordinance shall be published by title only.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED BY TITLE this _____ day of _____, 2020 by a vote of _____ in favor and _____ opposed.

TOWN OF MARBLE:

Ryan Vinciguerra, Mayor

ATTEST:

Ron Leach, Town Clerk

Marble Parks Committee Meeting
November 14th 10am
Place Thompson Park.

Present: Marja O'Connor, Brent Compton, Tim Hunter, Hawkins Siemon, Richard Wells, Ron Leach, Alex Menard, Amber McMahill

1. Update on Current Projects

Updates were given on several projects the town should close on the land acquisition at the end of December, AVLT had several successful work days and plan to come out again. Alex spoke with them about working on Raspberry Creek Trail. They would like to plan an overnight trip this summer and it was proposed that they stay at the campground and perhaps request donated food from SG BBQ. Two funding requests were made to the Chamber, one for Winter Recreation and one for Signage, both in the amount of \$2,000. We will know in December if those requests are granted by Gunnison County. Marja reported the AVLT applied for their grant, which includes work on Thompson Park. We will know in December if that grant was successful

New Members

Hawkins and Chrissy Siemon and Lise Hornbach have joined the committee.

2. Update on Correspondence with town.

There was a quick discussion on making sure the town is informed of plans and projects. Tim and Ron were both there as town representatives.

3. Millsite Masterplan

The idea of creating a Master Plan for the Millsite Park was well received. And it was agreed that it can be a project we work on throughout the winter. There was discussion of creating a survey/poll to get feedback and input (as well as better engage) the community. Richard suggested reviewing past millsite plans to draw ideas from and Tim suggested incorporating a schedule of projects into the plan. The archeological survey was referred to and Ron will look into securing more copies of it.

4. 2021 Plans

Winter Recreation Ideas

There was a lot of discussion surrounding winter recreation potential in the town. One project was groomed cross country ski trails. Alex has created a map laying out several phases of trails that will eventually include the park, town and surrounding areas. The first phase will be done this winter at the Millsite Park. Hawkins and Chrissy have a groomer and equipment and offered to groom the trails. There was more discussion surrounding bringing back a skating rink in some form. Possible locations include the basketball court and the lower millsite where it used to be. It was decided that Marja would reach out to interested residents to explore costs and options so the idea can be presented to the town board.

Park Employee, Maintenance

It was agreed that some form of consistent maintenance be requested for the parks.

Safety Signage in the Millsite Park

Richard mentioned the extreme hazards in the millsite park and will come up with areas that most need signage and "roped" off. The budget and signage will be requested from the town.

Marja - reach out to those interested in the skating rink to form a group specific to the project

Brent - come up with a proposed amount to request from the town for park maintenance.

Alex - draw up a map/handout for the new Millsite Cross Country Ski Trail

Ron - investigate printing more Archeology Surveys

Richard - create plan and budget request for safety signs and chains for most dangerous areas of the Millsite Park

Richard and Amber - Find original notes from past millsite committees for ideas

Amber - come up with a survey or request for ideas/ interest for the Millsite Master Plan

Everyone - come up with ideas for the Millsite Master Plan