

Town of Marble
Regular Meeting of the Board of Trustees
February 6th, 2020
6:30 P.M.
Marble Community Church, 121 W. State St. Marble, Colorado
Agenda

6:30 P.M.

- A. Call to order & roll call of the Regular Meeting of the Board of Trustees
- B. Executive session pursuant to CRS 24-6-402(4)(b) to receive legal advice regarding process and review standards for OWTS variance and appeal.
- C. Approve previous minutes
- D. Mayor's comments
- E. Continue Public Hearing Lawrence OWTS variance application appeal of denial, Tim Whitsett
- F. Consider approval of Ordinance #1-2020 Approving Fire House lease, Carbondale & Rural Fire Protection District, Ron
- G. Administrator Report
 - a. Current bills payable January 6, 2020, Ron
 - b. Consider Resolution # 2-2020 cancelling April 7, 2020 municipal election
 - c. Other
- H. Old Business
 - a. Park committee Report, Amber
 - b. Other
- I. New Business
 - a. Marble Museum Open House, Alex
 - b. Other
- J. Adjourn

Minutes of the Town of Marble
Regular Meeting of the Board of Trustees
January 16th, 2020 7:00 P.M.

A. Call to order & roll call of the Regular Meeting of the Board of Trustees – Mayor Ryan Vinciguerra called the meeting to order at 7:03 p.m. Present: Ryan Vinciguerra, Tim Hunter, Charlie Manus, Emma Bielski and Larry Good. Also present: Ron Leach, Town Administrator and Terry Langley, minutes.

B. Approve previous minutes – Tim Hunter made a motion to approve the minutes. Larry Good seconded and the motion passed unanimously.

C. Mayor’s comments - none

D. Consider approval of Fire House lease, Carbondale & Rural Fire Protection District, Ron – Ron presented the final lease for approval. Rob Goodman reported that the Carbondale & Rural Fire Protection District Board of Directors approved the lease last week. Larry Good asked about the length of the lease – 99 years - and Rob said that this was often the length of governmental leases. Mark Chain explained that there are escape clauses if there was ever a need to vacate the lease. Emma Bielski made a motion to approve the lease. Larry Good seconded and the motion passed unanimously.

E. Administrator Report

a. Current bills payable January 9, 2020, Ron – Ron reported that the bills to be paid are listed in the packet. Larry Good made a motion to pay the bills as listed. Tim Hunter seconded and the motion passed unanimously.

F. Old Business

a. Continue Lawrence OWTS variance application appeal of denial, Chris Lawrence – Ryan reported that the Lawrences have changed their application to a repair request. Chris said that the existing outhouse is considered a septic system so they would like to bring the system up to code according to OWTS regulations. Paul Rutledge reported that this site is applicable under state statute for a repair and that can mean a total replacement. Ryan asked why this would exclude them from needing a variance. Chris said that a repair just needs to meet OWTS regulations and so does not need a variance. She said that to repair a system has nothing to do with a lot size. Ryan said that in order for a permit to be issued, whether replacement, repair or building, a variance would be required. Paul said a new system would need to meet land use, building and zoning requirements, but a repair to an existing system does not need to meet these. To make an existing system with an existing dwelling with existing usage compliant does not require a minimum lot size. You cannot take away usage of an existing dwelling. Ryan disagreed and feels that they do need a variance. He acknowledged that the town needs to make sure all systems within the town are compliant. He said that pit privies are not allowed in new construction and existing privies can be shut down under certain conditions. Paul said the intent is not to ignore the town codes. He said that, when a system can be designed to fit a lot, use or repair of a pit privy is not a valid alternative. Ryan said that does not negate town codes and requirements. Paul said that Regulation 43 says that new building and permits can be denied for undeveloped, but remedying a potential public health hazard in an existing noncompliant system, if the site can support a compliant system, the town has latitude to allow that. Paul said they are not asking for a variance because the

system can be installed in compliance. Ryan said that they reference variances on page 8 of their request. He quoted from the permitting findings "A new OWTS can be designed and installed in compliance with state regulation 43 and the adopted Town of Marble On-Site Wastewater Treatment System Regulations. Therefore with regard to application for an OWTS repair permit a request for a variance is not based on any specific OWTS design criteria but rather due to the local land use code language's prohibition of a new OWTS permitting based on minimum lot size." Ryan said that he feels they are sidestepping the issue. Paul said that the town can approve a variance, but it is not needed. Rick Lawrence reported that there are currently two systems on the property that are not compliant – the privy and the gray water. Paul said that a gray water system requires an approved usage and an approved septic system. Ryan said that there should be a cease and desist on the usage until the issues are settled. Some of these issues should have been dealt with at the time of purchase. He pointed out some inaccuracies in the packet, including paraphrasing the town attorney incorrectly. It does not address why they have changed their request to a repair. Existing pit privies are allowed. They did not follow transfer of ownership requirements in regard to septic systems and having it inspected. Chris stated that she did not think an outhouse was a septic system. Ryan said that to improve an existing system and bringing it up to compliance, they need to follow state and local guidelines and that town ordinances supersede state requirements and that lot size is included. They should have followed requirements for a transfer of ownership inspection and what would be needed to bring the system into compliance. Rick said that the only reference to the transfer of title requirement is on the back of the OWTS application. Ron reported that both Jeff Bier and Chris were aware of the requirement. Paul said that the previous property owners contacted him and he told them they needed to replace the system. He submitted a design years ago. If it had been inspected the result would have been a need to replace the system. They submitted a new design for this owner. Ryan said that they did not follow regulations. Ryan said that the town cannot ignore the minimum lot size requirements. Paul said they feel that they are coming with a new proposal based on the OWTS regulations for existing dwellings with noncompliant systems and request for a repair permit and that this is a new process with a new request. Ryan feels that the minimum lot size does need to be followed and that a repair permit still needs to follow existing codes but, in fact, the proposal is not to repair but is to actually replace the system. Paul said that intent of the regulation is to allow approval without a minimum lot size. Discussion of repair/replacement followed. Paul asked that, whatever the process needs to be, the bottom line is what needs to be done to proceed? Ryan said that there would need to be another public hearing for a variance request with or without the repair permit application. Discussion of why the original variance could not be considered tonight followed. Chris asked that the board look at the hardship statement. Paul asked for guidance in what steps and applications should come next. In answer to a question for Larry Good, Paul reported that the privy would need extensive repairs and that this does not address the gray water problem. Larry said that the town needs to take another look at their regulations and codes, in light of the problems brought to light by this request. Ryan asked for input from the board. Tim Hunter asked if Chris had approached any surrounding properties concerning purchasing additional property. Chris reported that the property is bounded on three sides by roads. The fourth boundary adjoins Vince Savage's property but she had not asked him. Larry said that the repair permit and the variance rules are intertwined. Charlie addressed the fact that Chris, as a realtor, should have known what they were getting into and that repair and replace are to different things. He asked about using the existing tank and pumping it. Paul said that it is not an option if an OWTS system can be installed.

Emma said that it is important for the board to follow proper procedures and that the variance request should be resubmitted. Mike Yellico, Tommy Russell and Jim Aarts spoke against the project.

b. Park Committee – Ryan reported that Amber has a list of names for people interested in serving on a park committee. She will be asking for information from those people as to why they are interested and what they have to offer. Once she has that, she will bring it to the board. Tim said that he wants to make sure that final decisions are still made by the board.

G. New Business

a. Consider approval of Resolution 1-2020 setting public posting place for Town of Marble – Larry Good made a motion to approve the posting place. Tim Hunter seconded and the motion passed unanimously. Emma said that other means of communication should be explored and developed.

b. Other – Tim Hunter reported that there would be a fire department membership drive and they are looking for volunteer fire fighting with training to be held here.

- Crystal River caucus – Ryan attended and there was considerable discussion regarding Penney Hot Springs.

- A citizen asked if East Hill Street is a public road as friends were told they were not allowed to use the road. The board affirmed that it is indeed a public road.

- Snow removal – Several reported that street plowing was blocking their driveways and that snow was being pushed up into driveways and on private property. Ron will contact the county.

- Old business – recycle center.

H. Adjourn - Larry Good made a motion to adjourn. Tim Hunter seconded and the motion passed unanimously. The meeting was adjourned at 8:33 p.m.

Respectfully submitted,

Terry Langley

Town of Marble
Ordinance Number 1
Series of 2020

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

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");

Carbondale and Rural Fire Protection District ("CRFPD") is a Colorado special district that provides fire protection services throughout the district, including in the Town;

CRFPD operates an existing fire station on a portion of the Mill Site Property pursuant to an existing lease with the Town;

CRFPD desires to expand the existing fire station, and in conjunction therewith, desires to expand the area leased from the Town pursuant to a new lease agreement;

The Town is willing to lease a portion of the Mill Site Property to CRFPD, in accordance with the terms and conditions of the lease (the "Lease") attached as Exhibit A hereto;

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; and

The Board of Trustees finds that entering into the Lease is in the best interests of the Town of Marble.

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 and CRFPD, 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

FIREHOUSE LEASE

THIS FIREHOUSE LEASE (“Lease”) is entered into this ___ day of _____, 20___, by and between the Town of Marble, Colorado, a statutory town (“Town”), and the Carbondale and Rural Fire Protection District, a Colorado special district (“Tenant”).

1. Premises. Town hereby leases to Tenant and Tenant hereby leases from Town, upon the terms and conditions as hereinafter set forth, the following real property (the “Premises”):

Legal Description attached as Exhibit A

The Premises is illustrated on Exhibit A (Survey Map).

2. Term of Lease. The original term of this Lease shall start on January 1, 2020, and shall run for a period of ninety-nine years until December 31, 2118 (the “Lease Term”), unless sooner terminated or extended as hereinafter provided.

3. Application Fee. Upon execution of this Lease, Tenant shall pay Town a non-refundable application fee in the amount of \$500.00 at the address provided below, or at such other place designated by Town.

4. Rent. There is no monetary base rent. The Lease is given by Town in consideration for the other benefits provided to Town set forth herein.

5. Effect on Prior Agreements. The 1984 Intergovernmental Firehouse Agreement between the Parties is superseded and replaced by this Lease. The 1984 Intergovernmental Fire Protection Agreement remains in full force and effect.

6. Development of Premises.

a. Tenant shall construct a fire station and related appurtenances (“Improvements”) on the Premises, in substantial conformance with plans (“Plans”) submitted to and approved by the Board of Trustees of the Town of Marble (the “Board”), and incorporated herein by reference.

b. Once construction commences it shall be completed with reasonable diligence.

c. Construction shall be completed by a general contractor approved by the Board, pursuant to a contract approved by the Board, provided such approvals shall not be unreasonably withheld. The contract shall give Town the right but not the obligation to assume Tenant’s obligations and rights under that contract if Tenant should default.

d. Prior to commencement of construction, Tenant shall obtain from the contractor a bond or other acceptable surety as required by C.R.S. § 38-26-106. The form and amount of surety shall be subject to approval by the Town, provided such approval shall not be unreasonably withheld.

e. The Improvements shall be constructed in good and workmanlike manner and in accordance with all applicable requirements of federal, state, and local laws and codes. All necessary permits shall be obtained by Tenant. The plans and specifications shall be prepared by a duly qualified architect or engineer licensed in the State of Colorado.

f. Upon expiration or earlier termination of the Lease, title to the Improvements shall vest in Town.

7. Use of Premises by Tenant.

- a. Tenant shall have the right to use and occupy the Premises for the construction, use, and operation of a fire station and all bona fide uses incidental thereto.
- b. Tenant shall not store, use, or dispose of hazardous, toxic or radioactive matter (collectively "Hazardous Material") on the Premises without Town's prior written consent. As to any Hazardous Material allowed, Tenant, at its sole cost, shall comply with all laws relating to Tenant's storage, use and disposal of such Hazardous Material. Tenant shall be solely responsible for and shall defend, indemnify and hold Town harmless from and against any liabilities, penalties, damages, costs or expenses (including reasonable attorney's fees and court costs), cause of action, claims and/or judgments arising out of or in connection with any storage, use or disposal of Hazardous Materials in, on or about the Premises or the Property by Tenant, its agents, employees, contractors or invitees. Tenant's obligations hereunder shall survive the termination of this Lease.
- c. Tenant covenants through the term of this Lease, at Tenant's sole cost and expense, to promptly comply with all laws and ordinances and the orders, rules, regulations, and requirements of all federal, state, and local governments.

8. Use of Premises by Town.

- a. The Town shall have the right to use the multi-purpose room to be located within the fire station for official Town functions such as regular and special meetings of the Board, and elections. The Town shall be responsible for opening the facility prior to the function and securing the facility after the function. Subsequent to any function, the Town shall leave the facility in the same condition as it was prior to the function.
- b. Notwithstanding the foregoing, the Tenant shall have the first right to use the multi-purpose room during bona fide emergency circumstances.
- c. This paragraph shall not be construed to give members of the public at large any right to use the Premises separate from official Town functions. Nor shall it be construed to prohibit the Tenant from allowing members of the public to use the multi-purpose room on such terms as the Tenant deems proper, provided that any such uses shall not interfere with the rights granted to the Town by this paragraph.
- d. 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.

9. Insurance. During the term of this Lease, Tenant, at its sole cost and expense and for the mutual benefit of Town and Tenant, shall carry and maintain insurance, as follows:

- a. Property insurance in an amount no less than the replacement cost of the Improvements.
- b. General liability insurance in an amount no less than one-million dollars per person / two-million dollars per occurrence.
- c. Town shall be named and protected under the terms and conditions of said policy(ies) as an additional insured.

- d. Tenant shall be responsible for insuring any and all personal property that may be owned by Tenant.
 - e. Any insurance that may be purchased pursuant to this Paragraph or any proceeds that may be payable as a result of a loss under any such insurance shall in no way reduce, alter, or modify any provisions of this Lease and specifically the indemnity provisions hereof.
 - f. Tenant's insurance shall be primary to any other insurance, including any insurance obtained by Town.
 - g. Tenant shall provide Town with proof of insurance, and shall cause to be delivered to Town certified copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with the insureds and loss payable clauses as required by this Lease. No such policy shall be cancelable or subject to modification, except after thirty days' prior written notice to Town. Tenant shall, at least thirty days prior to the expiration of such policies, furnish Town with evidence of renewals or "insurance binders" evidencing renewal thereof, or Town may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant to Town upon demand. If the Tenant shall fail to procure and maintain the insurance required under this Lease, Town may, but shall not be required to, procure and maintain the same, but at Tenant's expense.
 - h. Without affecting any other rights or remedies, Town and Tenant waive all rights against each other and any of their respective officers, members, managers, agents, and employees, for damages to the extent covered by insurance obtained pursuant to this Section or other insurance applicable to the Premises, except such rights as they have to proceeds of such insurance, and agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. Waivers of subrogation shall be effective whether or not the person had an insurable interest in the property damaged or paid the insurance premium, and even if that person would otherwise have a duty of indemnification.
10. Responsibility for Maintenance. Town shall have no obligation of any kind to make any expenditures of any nature upon the Premises. Tenant shall at all times during the term of the Lease and at its own expense, clean, keep and maintain in good, safe and sanitary order, condition and repair every part of the Premises, ordinary wear and tear excepted.
11. Responsibility for Utilities. Tenant shall be responsible for and shall pay promptly all charges for water, gas, electricity, sewer, telephone, refuse pickup, janitorial service and all other utilities, materials and services furnished directly to or used by Tenant in, on or about the Premises during the Term.
12. Condition of Premises; Covenants of Town.
- a. Tenant has inspected the Premises, and accepts the same "as is" in its present condition with no warranties or representations of any kind whatsoever.
 - b. Town is the sole owner of the Premises and has full right and power to lease the same for the term aforesaid, provided that the Premises is used in accordance with the restrictions set forth in the Correction Deed from the United States Small Business

Administration to the Town of Marble recorded April 29, 2002, at Reception No. 520018, providing that the Premises "shall be used solely for the operation of a public park in a manner which is consistent with the inclusion of said property in the National Register of Historic Places. The Town of Marble shall not rent, lease or otherwise permit the property to be used for any commercial purpose...However nothing herein shall prevent the Town from using the property for the purpose of public safety (such as fire and police station and other similar governmental purposes)."

c. EXCEPT AS EXPRESSLY PROVIDED IN THIS LEASE, TOWN HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PREMISES, AND TOWN SPECIFICALLY DISCLAIMS ANY OTHER IMPLIED WARRANTIES OR WARRANTIES ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13. Indemnity. To the extent allowed by Colorado law, Tenant agrees to exonerate, hold harmless, protect, and indemnify Town, or any subsequent owner of the Premises, from and against any and all losses, damages, claims, suits, or actions, judgments, and costs which may arise based on events occurring during the term hereof and in any manner resulting from or rising out of the occupation or use of the Premises by Tenant or its agents, employees, invitees, licensees, or guests, for personal injury, loss of life, or damaged property sustained in or about the Premises; and from and against all costs, attorney fees, expenses, and liabilities incurred in any such claims, the investigation thereof, or the defense of any action or proceeding brought thereon; and from and against any judgments, orders, decrees, or liens resulting therefrom and any fines levied by any authority for violation of any law, regulation, or ordinance by virtue of the use of the Premises.

14. No Waiver of Immunity. Each Party does not intend, by any provision of this Lease, to waive or limit any rights or defenses against liability available to it pursuant to law, including but not limited to the rights and defenses available pursuant to the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. and Article 11, Section 1 of the Colorado Constitution.

15. Alterations to Premises.

a. Tenant shall have no right to make material changes or alterations to the Premises without Town's prior consent.

b. Prior to commencing any work on the Premises that requires Town's approval, Tenant will supply Town with a copy of the plans, specifications, and drawings for that work.

c. Tenant shall keep the Premises free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished, or obligations incurred by or at the instance of Tenant, and indemnify and save Town and the Premises harmless of all such liens or claims of lien and all attorney fees and other costs and expenses incurred by reason thereof. Should Tenant fail to discharge fully any such lien or claim of lien or provide an acceptable indemnity bond in the event of contest, Town, at Town's option and subject to Town's right of reimbursement, may pay the same or any part thereof, and Town shall be the sole judge of the validity of such lien or claim.

16. Default.

- a. Default by Tenant. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:
- i. Tenant's insolvency or transfer in fraud of creditors.
 - ii. Tenant's filing of a petition under the Bankruptcy Acts.
 - iii. The appointment of a receiver or trustee for Tenant's interest in the Premises or for all or substantially all of the assets of the Tenant.
 - iv. Tenant's abandonment or vacation of the Premises.
 - v. The filing or creation of a lien on the Premises as a result of Tenant's action or inaction which tenant may cure by fully discharging such any such lien or claim of lien or by providing an indemnity bond acceptable to Town in the event of contest.
 - vi. Tenant's failure to comply with any material term, provision or covenant of this Lease.
 - vii. Tenant's failure to provide service in accordance with the 1984 Intergovernmental Fire Protection Agreement

If Tenant is in default of any provision of this Lease, or materially fails to comply with any duties imposed on Tenant by statute, Town may pursue the recourse set forth below if the default persists fifteen (15) days after delivery of written notice by Town specifying the non-compliance and indicating the intention of Town to terminate this Lease by reason thereof, provided however, that upon any subsequent breach of the same provision, Town shall have the right to pursue any of the below remedies immediately.

- b. Recourse of Town. In the event of an occurrence of default as set forth above, Town may pursue any and all rights and remedies available to Town at law or in equity, including but not limited to:
- i. Terminate. Terminate this Lease and end the term hereof by giving to Tenant written notice of such termination.
 - ii. Money Damages. Without resuming possession of the Premises or terminating this Lease, to sue monthly for and recover all rents, other required payments due under this Lease, and other sums including damages and legal fees at any time and from time to time accruing hereunder.
 - iii. All rights and remedies described herein are cumulative and the exercise of any one remedy shall not be taken to exclude or waive the right to make use of any other remedy.
- c. Default by Town. In the event of any default by Town under this Lease, the Tenant shall have the right to terminate this Lease in the following manner:
- i. The Tenant shall give to Town written notice of such default by certified mail.
 - ii. Town shall have fifteen days from the date of mailing of such notice to correct said default and if said default remains uncured fifteen days after the date

of said notice, the Tenant shall have the right to terminate this Lease; provided, however, that in the event of a default incapable of being cured within fifteen days, Town shall not be deemed in default if Town shall have, within such fifteen day period, in good faith begun action necessary to remedy such default and continues thereafter diligently to prosecute such action to completion.

17. Hold Over. Any rule or law to the contrary notwithstanding, in the event Tenant remains in possession of the Premises or any part thereof subsequent to the expiration of the Lease Term, it shall be conclusively deemed that such possession and occupancy shall be a tenancy from month to month only, and such possession shall be subject to all of the other terms and conditions contained in this Lease.

18. Notices. All notices, demands, and requests required to be given by either party to the other shall be in writing. All notices, demands, and requests shall be sent by (1) email; (2) hand delivery; or (3) certified or registered mail, return receipt requested, postage prepaid; addressed to the parties at the addresses set forth below or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered upon transmittal if by hand delivery or email, or two (2) days subsequent to the date that said notice was deposited with the United States Postal Service.

Town of Marble Attn: Town Clerk 322 W. Park St. Marble, CO 81623 leach@townofmarble.com	Carbondale and Rural Fire Protection District Attn: Fire Chief 300 Meadowood Drive Carbondale CO 81623 add e mail
---	---

19. Assignment; Sublet. Tenant shall not assign or sublet the Premises or any portion thereof without the prior written consent of Town. Any assignment or sublease in violation of this paragraph shall be null and void.

20. Entire Agreement. This Lease contains the entire agreement of the parties regarding the subject matter hereof and all discussions, negotiations and representations are merged herein. This Lease shall not be amended except by written instrument signed by Town and Tenant.

21. Applicable Law. This Lease is entered into in Gunnison County, Colorado, and it is agreed that the exclusive proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease shall be in the District Court of Gunnison County, Colorado.

22. Attorney Fees. In case suit or arbitration shall be brought to enforce any provisions of this Lease, the prevailing party shall be awarded (in addition to other relief granted) all reasonable attorney fees and costs incurred in attempting to enforce its rights under the Lease.

23. Construction. This Lease is the result of substantial negotiations between the parties and their counsel and the provisions hereof shall not be more strictly construed against or in favor of either party.

24. Severability. If this Lease, any provision of this Lease, or any other instruments by way of reference incorporated herein contains any term or provision which is or becomes under

present or future laws, illegal, invalid or unenforceable, the remainder of the Lease shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent permitted by law. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

25. Execution. This Lease may be executed in multiple counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. The parties will accept facsimile signatures or electronic signatures as original signatures.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

TOWN: Town of Marble

TENANT: Carbondale and Rural Fire
Protection District

By: Ryan Vinciguerra, Mayor

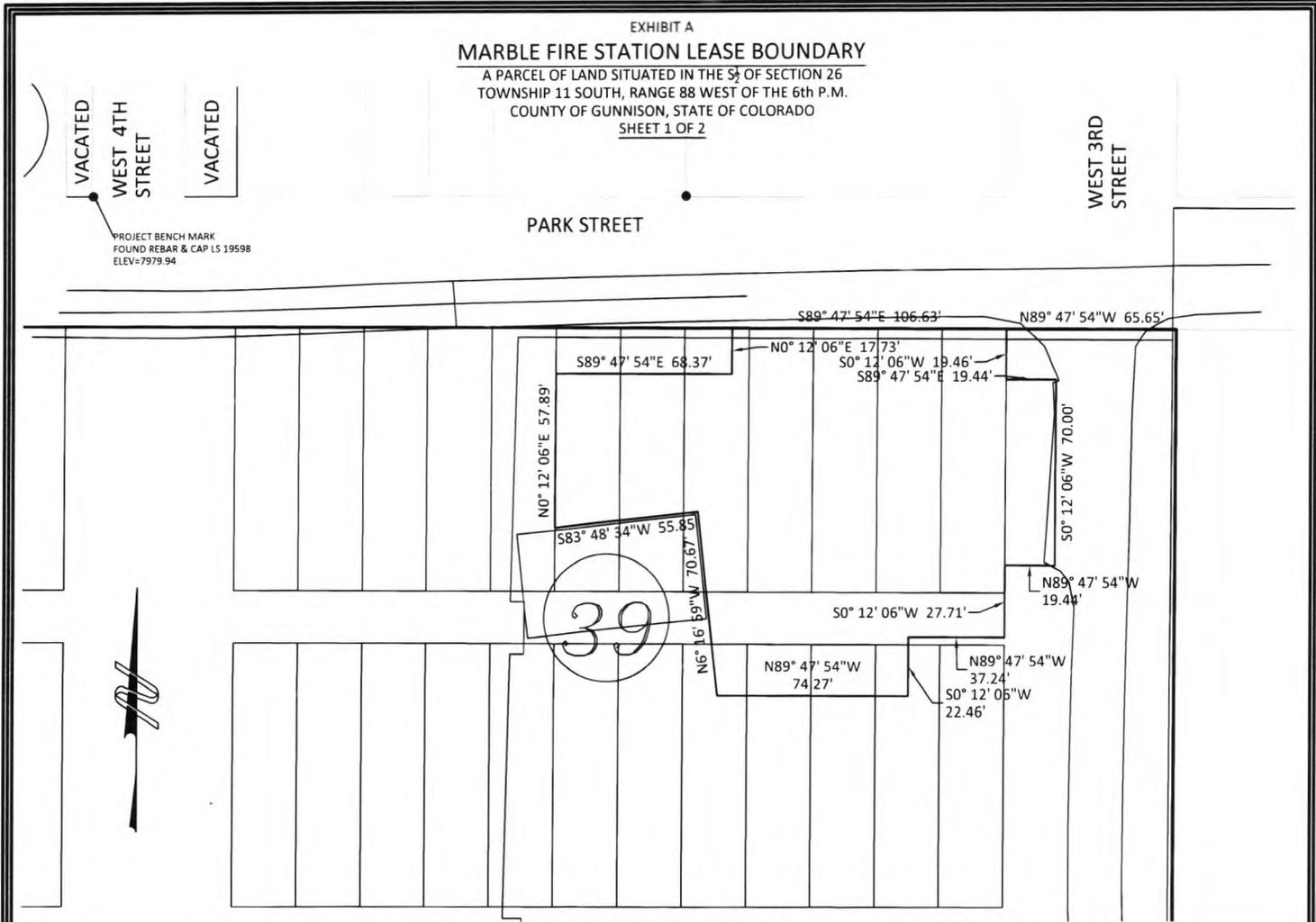
By:

Attest: _____
Ron Leach, Town Clerk

EXHIBIT A
MARBLE FIRE STATION LEASE BOUNDARY

A PARCEL OF LAND SITUATED IN THE S₂ OF SECTION 26
 TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6th P.M.
 COUNTY OF GUNNISON, STATE OF COLORADO

SHEET 1 OF 2



PROJECT BENCH MARK
 FOUND REBAR & CAP LS 19598
 ELEV=7979.94

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

SOPRIS ENGINEERING - LLC
 CIVIL CONSULTANTS
 502 MAIN STREET, SUITE A3
 CARBONDALE, COLORADO 81623
 (970) 704-0311 SOPRISENG@SOPRISENG.COM

SCALE 1" = 50'

sb 19198 1/31/2020 19198 EXHIB FIRESTATION.dwg

EXHIBIT A

MARBLE FIRE STATION LEASE BOUNDARY

A PARCEL OF LAND SITUATED IN THE S $\frac{1}{2}$ OF SECTION 26
TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6th P.M.
COUNTY OF GUNNISON, STATE OF COLORADO
SHEET 2 OF 2

HISTORIC MARBLE MILL SITE - FIRE STATION LEASE AREA

A parcel of land being a portion of that property described in that Correction Deed Document recorded as Reception No. 520018 of the Gunnison County records; Said Parcel of land situated in the S1/2 of Section 26, Township 11 South, Range 88 West of the 6th Principal Meridian. All bearings contained herein being relative to GPS North which established a Project bearing of S.89°47'54".E for the Northerly boundary of Block 39, Townsite of Marble as recorded April 11, 1900 as Reception No. 88028 of the Gunnison County Records. Said parcel of land being more particularly described as follows:

Commencing at a point which is the intersection of the southerly right-of-way line of Park Street (also known as Gunnison County Road No. 3) and the easterly right-of-way line West Third Street according to the said Townsite plat; thence N.89°47'54".W along said southerly right-of-way, a distance of 65.65 feet, to the Point of Beginning; thence S.00°12'06".W a distance of 19.46 feet; thence S.89°47'54".E a distance of 19.44 feet; thence S.00°12'06".W a distance of 70.00 feet; thence N.89°47'54".W a distance of 19.44 feet; thence S.00°12'06".W a distance of 27.71 feet; thence N.89°47'54".W a distance of 37.24 feet; thence S.00°12'06".W a distance of 22.46 feet; thence N.89°47'54".W a distance of 74.27 feet; thence N.06°16'59".W a distance of 70.67 feet; thence S.83°48'34".W a distance of 55.85 feet; thence N.00°12'06".E a distance of 57.89 feet; thence S.89°47'54".E a distance of 68.37 feet; thence N.00°12'06".E a distance of 17.73 feet to a point on said southerly right-of-way; thence S.89°47'54".E along said southerly right-of-way a distance of 106.63 feet, to the Point of Beginning.

Said Lease Area containing 19,742 square feet or 0.453 acres, more or less.

Town of Marble
County of Gunnison
State of Colorado

Description prepared by:
Mark S. Beckler
P.L.S. #28643
For and on behalf of
Sopris Engineering, LLC

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

SOPRIS ENGINEERING - LLC

CIVIL CONSULTANTS
502 MAIN STREET, SUITE A3
CARBONDALE, COLORADO 81623
(970) 704-0311 SOPRISENG@SOPRISENG.COM

sb 19198 1/31/2020 19198_EXHIB_FIRESTATION.dwg

Town of Marble
Balance Sheet
As of February 6, 2020

	<u>Feb 6, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
*General Fund -0240	34,782.21
Campground Account -6981	132,829.41
Money Market -1084	43,381.34
Severence/Mineral Proceeds-6157	148,982.53
Water Fees -0873	18,906.16
Total Checking/Savings	<u>378,881.65</u>
Total Current Assets	<u>378,881.65</u>
TOTAL ASSETS	<u>378,881.65</u>
LIABILITIES & EQUITY	0.00

Town of Marble
Deposit Detail-Money Market Fund
 January through February 2020

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
01/06/2020		Deposit	Money Market -1084	19.84
	Colorado Departm...	Deposit	Cigarette Tax	-19.84
TOTAL				-19.84
01/09/2020		Deposit	Money Market -1084	2,344.88
	Colorado Departm...	Deposit	General Sales Tax	-2,344.88
TOTAL				-2,344.88
01/10/2020		Deposit	Money Market -1084	192.40
	Gunnison County	Deposit	Additional License Tax	-60.33
	Gunnison County	Deposit	Specific Ownership Tax	-99.32
	Gunnison County	Deposit	Specific Ownership Tax	-33.35
	Gunnison County	Deposit	Treasurers Fees	0.60
TOTAL				-192.40
01/10/2020		Deposit	Money Market -1084	748.74
	Colorado Departm...	Deposit	Highway Use Tax (HUTF)	-748.74
TOTAL				-748.74
01/10/2020		Deposit	Money Market -1084	0.48
	Alpine Bank	Deposit	Interest Income	-0.48
TOTAL				-0.48
02/02/2020		Interest	Money Market -1084	0.48
		Interest	Interest Income	-0.48
TOTAL				-0.48

Town of Marble
Deposit Detail-Campground Account
 January through February 2020

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
01/03/2020		Deposit	Campground Account -6981	274.78
		Deposit	Campground/Store Revenues	-250.00
		Deposit	Sales Tax	-24.78
TOTAL				-274.78
01/06/2020		Deposit	Campground Account -6981	241.81
		Deposit	Campground/Store Revenues	-220.00
		Deposit	Sales Tax	-21.81
TOTAL				-241.81
01/06/2020		Deposit	Campground Account -6981	340.73
		Deposit	Campground/Store Revenues	-310.00
		Deposit	Sales Tax	-30.73
TOTAL				-340.73
01/07/2020		Deposit	Campground Account -6981	131.90
		Deposit	Campground/Store Revenues	-120.00
		Deposit	Sales Tax	-11.90
TOTAL				-131.90
01/09/2020		Deposit	Campground Account -6981	115.41
		Deposit	Campground/Store Revenues	-105.00
		Deposit	Sales Tax	-10.41
TOTAL				-115.41
01/15/2020		Deposit	Campground Account -6981	395.68
		Deposit	Campground/Store Revenues	-360.00
		Deposit	Sales Tax	-35.68
TOTAL				-395.68
01/16/2020		Deposit	Campground Account -6981	38.47
		Deposit	Campground/Store Revenues	-35.00
		Deposit	Sales Tax	-3.47
TOTAL				-38.47
01/22/2020		Deposit	Campground Account -6981	533.07
		Deposit	Campground/Store Revenues	-485.00
		Deposit	Sales Tax	-48.07
TOTAL				-533.07

3:16 PM

02/02/20

Town of Marble
Check Register
January 17 through March 31, 2020

Num	Date	Amount
Century Link	02/06/2020	-218.92
Holy Cross Electric	02/06/2020	-48.73
Mountain Pest Control, Inc.	02/06/2020	-50.00
United States Treasury To Print	02/02/2020	-891.22
Zancanella and Associates, Inc.	02/06/2020	-412.50

Town of Marble
Budget vs. Actual
 January through December 2020

	Jan - Dec 20	Budget	\$ Over Budget	% of Budget
Income				
Intergovernmental				
Cigarette Tax	19.84			
Colorado Trust Fund	331.47			
General Sales Tax	2,344.88			
Highway Use Tax (HUTF)	748.74			
Total Intergovernmental	3,444.93			
Licenses & Permits				
Septic Permits	323.00			
Total Licenses & Permits	323.00			
Other Revenue				
Campground/Store Revenues	1,885.00			
CSQ Lease Agreement	2,329.23			
CSQ Maintenance Payments	300.00			
Holy Cross Electric Rebates	27.48			
Interest Income	0.96			
Total Other Revenue	4,542.67			
Taxes				
Additional License Tax	60.33			
Specific Ownership Tax	132.67			
Total Taxes	193.00			
Total Income	8,503.60			
Gross Profit	8,503.60			
Expense				
General Government				
Campground/Office Expenses	1,404.75			
Legal Publication	85.00			
Treasurers Fees	0.60			
Total General Government	1,490.35			
Other Purchased Services				
Liability & Worker Comp Insc	1,179.81			
Utilities	551.89			
Total Other Purchased Services	1,731.70			
Purchased Professional Services				
Engineering-Water Augmentation	577.50			
Legal - General	1,033.00			
Total Purchased Professional Services	1,610.50			
Roads				
Snow & Ice Removal	5,727.50			
Total Roads	5,727.50			
Wages & Benefits				
FICA/Medicare	555.24			
Total Wages	7,258.00			
Total Wages & Benefits	7,813.24			
Total Expense	18,373.29			
Net Income	-9,869.69			

Town of Marble
Resolution Number 2
Series of 2020

A RESOLUTION CANCELLING THE 2020 MUNICIPAL ELECTION AND DECLARING
CANDIDATES ELECTED

WHEREAS:

- A. The Town of Marble is a statutory town organized pursuant to Colorado Law; C.R.S. § 31-1-101 *et seq.*
- B. The Town conducts municipal elections pursuant to the Municipal Election Code, C.R.S. § 31-10-101 *et seq.*
- C. C.R.S. § 31-10-306 states: “The governing body of a municipality may provide by ordinance that no write-in vote for any municipal office shall be counted unless an affidavit of intent has been filed with the clerk by the person whose name is written in prior to sixty-four days before the day of the election indicating that such person desires the office and is qualified to assume the duties of that office if elected.”
- D. C.R.S. § 31-10-507 states: “In any ordinance adopted by the governing body of the municipality requiring an affidavit of intent for write-in candidates as provided in section 31-10-306, the governing body may also provide that, if the only matter before the voters is the election of persons to office and if, at the close of business on the sixty-fourth day before the election, there are not more candidates than offices to be filled at such election, including candidates filing affidavits of intent, the clerk, if instructed by resolution of the governing body either before or after such date, shall cancel the election and by resolution declare the candidates elected. If so provided by ordinance, upon such declaration the candidates shall be deemed elected. Notice of such cancellation shall be published, if possible, in order to inform the electors of the municipality, and notice of such cancellation shall be posted at each polling place and in not less than one other public place.
- E. Town of Marble Ordinance 1, Series of 2018, requires an affidavit of intent for write-in candidates in accordance with C.R.S. § 31-10-306, and provides for the cancellation of the election and declaration that candidates shall be deemed elected, in accordance with C.R.S. § 31-10-507.
- F. The Town’s 2020 municipal election is scheduled for April 7, 2020. 64 days before the day of the election is February 3, 2020. Therefore, affidavits of intent for write-in candidates were due *prior to* February 3, 2020. No affidavits of intent for write-in candidates were received by this deadline.
- G. The only matter before the voters is the election of persons to office.
- H. The offices up for election are: Four Board of Trustees seats (1 four-year term and 3 two year terms), and Mayor (1 four-year term).

- I. Nomination petitions for Board of Trustees seats were submitted for:
 - a) Tim Hunter
 - b) Emma Bielski
 - c) Lawrence Good
- J. A nomination petition for Mayor was submitted for Ryan Vinciguerra.
- K. As of the close of business on February 3, 2020, there were not more candidates than offices to be filled at the election.
- L. [Paragraph re how 4 year term was decided]

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

- 1. The Town Clerk shall cancel the election.
- 2. The candidates are hereby declared, and shall be deemed, elected to the following offices:
 - i. Mayor: Ryan Vinciguerra
 - ii. Trustee (4 year term): X
 - iii. Trustees (2 year term): X
- 3. The Town Clerk shall publish notice of such cancellation once in the Glenwood Springs Post Independent, and shall post such notice at the polling place and at the public bulletin board at 1st & Main St. Marble Colorado.

INTRODUCED, READ, AND ADOPTED this 6th day of February, by a vote of ___ in favor and ___ opposed.

TOWN OF MARBLE:

Ryan Vinciguerra, Mayor

ATTEST:

Ron Leach, Clerk

Marble Parks and Trails Committee

Amber McMahill <amcmahill81@gmail.com>

Fri 1/17/2020 12:29 PM

 1 attachments (7 KB)

Parks Proposal.docx;

Good Afternoon,

Thank you for your interest in the Marble Parks and Trails Committee. I've attached the proposal I made to the town council for the committee. They have requested a list of interested people that they can appoint from. If you would still like to be considered just write up a quick paragraph of why you would like to join and any experience/credentials you think might be helpful for them to know. I would like to get this to the Town Council ahead of the February meeting, so please get back to me by the end of the month. :)

The plan is to start with an initial brainstorming session to decide on and prioritize projects (the list on the attachment is just examples, all ideas wanted and welcome!), as well as layout short term and long term plans. This will be followed by a work session for a budget request from the park's account. The plan and budget will then be presented to the town council for approval. After this initial stage, I anticipate monthly meetings as well as individual work on research and implementation of various approved projects. (Expected commitment after initial structuring stage = 5 hours a month.)

I'm very excited about this opportunity and think we have a rare chance to shape, create and preserve Marble's parks and community assets. Thank you again for your willingness to join in!!

- Amber

Proposal for the Formation of a Marble Parks, Trails and Recreation Committee

Objective: To form a committee to advise, plan, and implement park projects. To help in the upkeep and preservation of our parks and provide a cohesive plan for future projects and uses. To help alleviate some of the responsibilities on the town board of trustees.

Overview:

- The Marble Board of Trustees would appoint 5-7 members of the committee.
- The committee would then meet and come up with a listing of priority projects and longer-term projects.
- The committee will present a projected budget for board approval annually.
- A separate parks fund will be maintained for funding and revenue
- At any time the board may assign specific tasks and projects to the committee.
- The committee will seek approval for all projects from the Board of Trustees.
- All spending or revenue will be handled by the town administrator and board.
- Committee members will work on projects in conjunction with the Town Administrator either as a full committee or assigned individual

Proposed Tasks Include:

Addressing the Marble Fest Stage

Belltower preservation

Working with the AVL T for improvements to Thompson Park.

Weed Mitigation

Winter recreation activities such as a skating rink, groomed trails, etc.

Printing of Millsite Walking Tour

Collection of Donations

Frisbie Course Maintenance

Park Beautification

Playground

Improved Trails

MARBLE COLORADO

Marble Museum Open House

Free Museum
Admission



Wood Carving
Demonstrations

1pm Larry Meredith author of *This Cursed Valley*
Early Activity in the days of the Ute

2pm Darrell Munsell author of *Osgood: Redstone to Ludlow*
Osgood and the Redstone Coal Era

3pm Tom Prather, Professor of Geology
Geology of the West Elk Mountains

4pm Bruce Bartleson Professor of Geology
Geology of Marble

5pm Duane Vandebusch author of *Marble: City of Stone*
The History of Marble

For information contact Alex @ 963-1141

Come early and feast on the chocolate
at the Chocolate Extrava~~gan~~za next door!