

Town of Marble  
Regular Meeting of the Board of Trustees  
January 16th, 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. Mayor's comments
- D. Consider approval of Fire House lease, Carbondale & Rural Fire Protection District, Ron
- E. Administrator Report
  - a. Current bills payable January 9, 2020, Ron
  - b. Other
- F. Old Business
  - a. Continue Lawrence OWTS variance application appeal of denial, Chris Lawrence
  - b. Park committee Report, Amber
  - c. Other
- G. New Business
  - a. Consider approval of Resolution 1-2020 setting public posting place for Town of Marble
  - b. Other
- H. Adjourn

Minutes of the Town of Marble  
Regular Meeting of the Board of Trustees  
December 12th, 2019

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 6:05 p.m. Present: Ryan Vinciguerra, Larry Good, Charlie Manus, Tim Hunter and Emma Bielski. Also present: Ron Leach, Town Administrator and Terry Langley, minutes.

B. Approve previous minutes – Larry Good made a motion to approve the November 7, 2019 minutes. Tim Hunter seconded and the motion passed unanimously.

C. Mayor's comments – All seats are up in 2020 and the election will be in April. He encouraged the board to all run for reelection.

D. Carbondale & Rural Fire Protection District presentation of Marble Fire Station expansion, Chief Goodwin – Rob introduced Mike Kennedy, Carbondale Fire Board President; Brad Ziegel and Mark Chain, A4 Architects. Rob walked the board through the current design drawings for the addition. The bays would be enlarged and a multipurpose room, kitchen and storage will be added. The roof of the new building will be slightly higher (27-28') to allow for maintenance of the equipment, heating ducts and lighting. It is designed for better drainage. It meets all design requirements. Mark said that a new lease will need to be approved and there will need to be a separate agreement for construction issues such as material delivery, security fencing, parking and water lines. They will be contacting the Marble Water Company about tap fees and the possible addition of a fire hydrant. Charlie asked about adding a slab foundation for future expansion. Current cost estimates are \$1,000,000. Ron said that this is all part of the bond issue passed last year. He suggested using local subcontractors where possible. PNCl is the general contractor. Rob said that the Fire District's attorney and the town attorney had looked at the lease and it will be fine-tuned for approval, hopefully in January.

E. Public Hearing of proposed 2020 budget, Ryan

a. Discussion 2020 proposed budget – Tim Hunter asked about raising the sales tax and Ron explained that it would necessitate an election in November. A request to get it on the ballot would need to happen in July.

Larry suggested moving some of the money budgeted for roads to grant writing, parks improvement and the Lead King Loop committee. He also suggested moving Earth Day to the parks committee. Discussion followed with no changes made. Mike Yellico asked if any funds were designated for more speed bumps and for personnel to place and remove the speed bumps and it was explained that that would be included in the road budget item. It was noted that Lead King Loop was listed twice and one of those will be removed.

Larry asked about treasurer fees and Ron explained that those are administration fees from the Gunnison County treasurer. Ron suggested that someone be appointed town treasurer with the responsibilities to have on-line access to bank accounts, get bank statements and compare them to on-line information, review invoices, make recommendations on interfund transfers of money and provide

another set of eyes. Ron is doing the bookkeeping and would like to keep doing that in order to be on top of town spending. He recommends using a board member for treasurer. It was decided to table this item for the time being.

Emma asked about the \$2000 estimated for Lead King Loop revenue. Ron explained that this was anticipated donations, including from Beaver Lake Lodge and the Marble Chamber of Commerce.

Ron asked that the \$5000 that was listed twice be moved somewhere so that totals in the proposed ordinance remain the same. Ryan suggested moving it to the campground expenses. Larry suggested moving it to the parking program. After discussion, it was decided to add \$4,000 to campground expenses and \$1000 to the parking program.

b. Consider approval of Ordinance # 4-2019 adopting the 2020 budget, Ron – Tim Hunter made a motion to adopt the ordinance. Larry Good seconded and the motion passed unanimously.

c. Consider approval of Ordinance # 5-2019 setting the 2020 mill levy, Ron – Emma Bielski made a motion to approve the ordinance. Tim Hunter seconded and the motion passed unanimously.

#### F. Administrator Report

a. Current bills payable December 12th, 2019, Ron – The current bills are listed on page 25 of the packet. Larry Good made a motion to pay the bills. Tim asked about the Valley Garbage bill and Ron explained that it was for delivery of dumpsters and pick up for a month for the recycle program. Future bills will be about \$240 a month. Emma Bielski seconded and the motion passed unanimously.

#### G. Old Business

a. Broadband report, Bart Weller – Bart reported a conversation with Evan Biagi, Mammoth Networks. Mammoth specializes in bringing broadband to small, rural communities. Marble is at or near the top of the list for qualifying for broadband and Mammoth will be looking at DORA grants. Unfortunately, there is not time to apply by the Jan 15 deadline so it will be put off until the June 15 deadline. Holy Cross has to get approval from their board for poles and fiber from Hwy 133 to Marble. Any needed towers need to be sited and agreements with land owners worked out. A current target for broadband in Marble is 18 months to 2 years.

b. Other – Thanksgiving dinner was a great success with 95 in attendance. Terry Langley thanked the community for their help and support.

#### H. New Business

a. Other Christmas in Marble – activities at the Hub, the school, the church and the Marble Gallery.

b. Mike Yellico reported that there will be a New Year's Bonfire at the Mill Site Park.

- c. Tim reported that the excavation for the heat tape at the restrooms is ready but the tank was not able to be pumped due to roots. He does not want to install the heat tape until they know what will be needed to take care of the roots.
  - d. Ron asked that the board approve having Ryan sign the Gunnison County winter weather road agreement. Emma Bielski made a motion to approve. Larry Good seconded and the motion passed unanimously.
  - e. Emma reported that the recycle program has begun. She is working on host guidelines and publicity. Signage and a winter location below the fire station was discussed.
- I. Adjourn – Tim Hunter made a motion to adjourn. Emma Bielski seconded and the motion passed unanimously. The meeting was adjourned at 7:40 p.m.

Respectfully submitted.  
Terry Langley

## 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"):

XYZ Insert legal from Sopris Engineers

Town of Marble, Gunnison County, Colorado,

The Premises is illustrated on Exhibit 1 (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.

h. \_\_\_\_\_

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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)~~ 5 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.

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| Town of Marble<br>Attn: Town Clerk<br>322 W. Park St.<br>Marble, CO 81623<br>leach@townofmarble.com | Carbondale and Rural Fire Protection District<br><u>Attn: Fire Chief</u><br><u>300 Meadowood Drive</u><br><u>Carbondale CO 81623</u><br>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 S<sub>2</sub> OF SECTION 26  
TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6th P.M.  
COUNTY OF GUNNISON, STATE OF COLORADO  
SHEET 1 OF 2

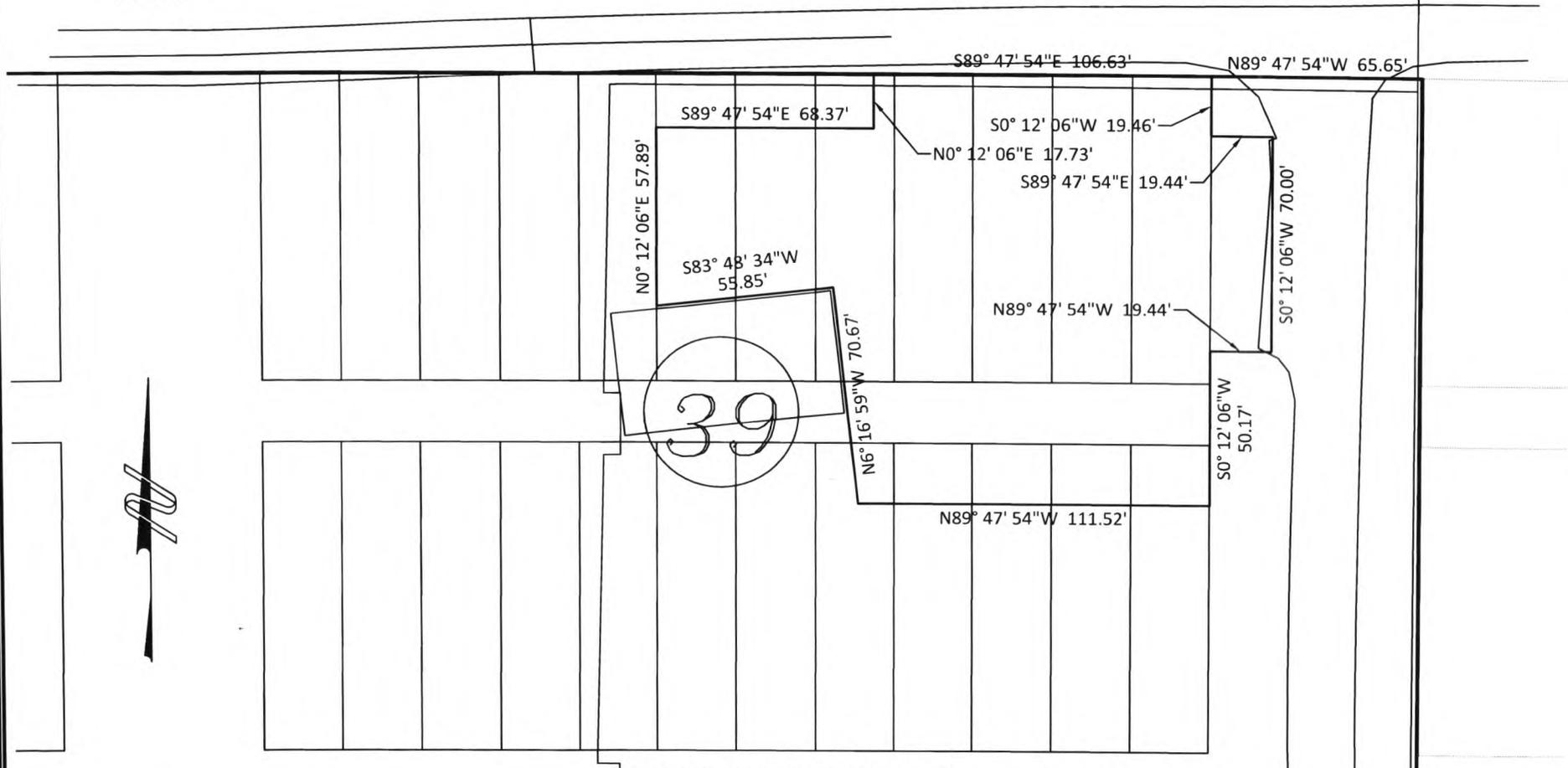
VACATED  
WEST 4TH  
STREET

VACATED

WEST 3RD  
STREET

PARK STREET

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



39



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'**

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 50.17 feet; thence N.89°47'54".W a distance of 111.52 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 20,579 square feet or 0.472 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 11/22/2019 19198\_EXHIB\_FIRESTATION.dwg

Town of Marble  
Balance Sheet  
As of January 17, 2020

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|                                 | <u>Jan 17, 20</u> |
|---------------------------------|-------------------|
| <b>ASSETS</b>                   |                   |
| <b>Current Assets</b>           |                   |
| <b>Checking/Savings</b>         |                   |
| *General Fund -0240             | 39,575.95         |
| Campground Account -6981        | 128,753.94        |
| Money Market -1084              | 40,074.52         |
| Severance/Mineral Proceeds-6157 | 148,982.53        |
| Water Fees -0873                | 18,905.99         |
|                                 | <hr/>             |
| <b>Total Checking/Savings</b>   | 376,292.93        |
|                                 | <hr/>             |
| <b>Total Current Assets</b>     | 376,292.93        |
|                                 | <hr/>             |
| <b>TOTAL ASSETS</b>             | <b>376,292.93</b> |
|                                 | <hr/>             |
| <b>LIABILITIES &amp; EQUITY</b> | 0.00              |

**Town of Marble**  
**Deposit Detail-General Fund**  
December 13, 2019 through January 31, 2020

| <u>Date</u> | <u>Name</u>               | <u>Memo</u>                 | <u>Account</u>              | <u>Amount</u> |
|-------------|---------------------------|-----------------------------|-----------------------------|---------------|
| 12/19/2019  |                           | Deposit                     | *General Fund -0240         | 9.18          |
|             | Alpine Bank               | closing entry               | Non-Specified               | -9.18         |
| TOTAL       |                           |                             |                             | -9.18         |
| 12/31/2019  |                           | Deposit                     | *General Fund -0240         | 300.00        |
|             | Colorado Stone Quarry CSQ | Deposit                     | CSQ Maintenance Payments    | -300.00       |
| TOTAL       |                           |                             |                             | -300.00       |
| 12/31/2019  |                           | Deposit                     | *General Fund -0240         | 2,329.23      |
|             | Colorado Stone Quarry CSQ | Deposit                     | CSQ Lease Agreement         | -2,329.23     |
| TOTAL       |                           |                             |                             | -2,329.23     |
| 12/31/2019  |                           | Deposit                     | *General Fund -0240         | 2,081.84      |
|             | Gunnison County           | Deposit                     | General Sales Tax           | -2,081.84     |
| TOTAL       |                           |                             |                             | -2,081.84     |
| 12/31/2019  |                           | Deposit                     | *General Fund -0240         | 1,343.96      |
|             | Gunnison County           | Deposit                     | General Sales Tax           | -1,343.96     |
| TOTAL       |                           |                             |                             | -1,343.96     |
| 12/31/2019  |                           | Deposit                     | *General Fund -0240         | 296.33        |
|             |                           | mill site park marble boxes | Donations                   | -296.33       |
| TOTAL       |                           |                             |                             | -296.33       |
| 01/12/2020  |                           | Deposit                     | *General Fund -0240         | 100.00        |
|             | Chris Lawrence            | Deposit                     | Septic Permits              | -100.00       |
| TOTAL       |                           |                             |                             | -100.00       |
| 01/12/2020  |                           | Deposit                     | *General Fund -0240         | 200.00        |
|             | Chris Lawrence            | Deposit                     | Septic Permits              | -200.00       |
| TOTAL       |                           |                             |                             | -200.00       |
| 01/12/2020  |                           | Deposit                     | *General Fund -0240         | 23.00         |
|             | Chris Lawrence            | Deposit                     | Septic Permits              | -23.00        |
| TOTAL       |                           |                             |                             | -23.00        |
| 01/12/2020  |                           | Deposit                     | *General Fund -0240         | 27.48         |
|             | Holy Cross Electric       | Deposit                     | Holy Cross Electric Rebates | -27.48        |
| TOTAL       |                           |                             |                             | -27.48        |

**Town of Marble**  
**Deposit Detail-General Fund**  
December 13, 2019 through January 31, 2020

| <u>Date</u> | <u>Name</u>               | <u>Memo</u> | <u>Account</u>           | <u>Amount</u> |
|-------------|---------------------------|-------------|--------------------------|---------------|
| 01/12/2020  |                           | Deposit     | *General Fund -0240      | 300.00        |
|             | Colorado Stone Quarry CSQ | Deposit     | CSQ Maintenance Payments | -300.00       |
| TOTAL       |                           |             |                          | -300.00       |
| 01/12/2020  |                           | Deposit     | *General Fund -0240      | 2,329.23      |
|             | Colorado Stone Quarry CSQ | Deposit     | CSQ Lease Agreement      | -2,329.23     |
| TOTAL       |                           |             |                          | -2,329.23     |
| 01/12/2020  |                           | Deposit     | *General Fund -0240      | 331.47        |
|             | Colorado State Treasurer  | Deposit     | Colorado Trust Fund      | -331.47       |
| TOTAL       |                           |             |                          | -331.47       |

**Town of Marble**  
**Deposit Detail-Money Market Fund**  
November 8, 2019 through January 31, 2020

| Date       | Name                     | Memo           | Account                   | Amount          |
|------------|--------------------------|----------------|---------------------------|-----------------|
| 11/08/2019 |                          | <b>Deposit</b> | <b>Money Market -1084</b> | <b>168.89</b>   |
|            | Gunnison County          | Deposit        | Additional License Tax    | -53.50          |
|            | Gunnison County          | Deposit        | Specific Ownership Tax    | -107.84         |
|            | Gunnison County          | Deposit        | Specific Ownership Tax    | -8.09           |
|            | Gunnison County          | Deposit        | Treasurers Fees           | 0.54            |
| TOTAL      |                          |                |                           | -168.89         |
| 11/08/2019 |                          | <b>Deposit</b> | <b>Money Market -1084</b> | <b>8,313.40</b> |
|            | Colorado Department o... | Deposit        | General Sales Tax         | -8,313.40       |
| TOTAL      |                          |                |                           | -8,313.40       |
| 11/19/2019 |                          | <b>Deposit</b> | <b>Money Market -1084</b> | <b>968.63</b>   |
|            | Colorado Department o... | Deposit        | Highway Use Tax (HUTF)    | -968.63         |
| TOTAL      |                          |                |                           | -968.63         |
| 12/01/2019 |                          | <b>Deposit</b> | <b>Money Market -1084</b> | <b>0.53</b>     |
|            | Alpine Bank              | Deposit        | Interest Income           | -0.53           |
| TOTAL      |                          |                |                           | -0.53           |
| 12/04/2019 |                          | <b>Deposit</b> | <b>Money Market -1084</b> | <b>16.93</b>    |
|            | Colorado Department o... | Deposit        | Cigarette Tax             | -16.93          |
| TOTAL      |                          |                |                           | -16.93          |
| 12/09/2019 |                          | <b>Deposit</b> | <b>Money Market -1084</b> | <b>4,680.97</b> |
|            | Colorado Department o... | Deposit        | General Sales Tax         | -4,680.97       |
| TOTAL      |                          |                |                           | -4,680.97       |
| 12/10/2019 |                          | <b>Deposit</b> | <b>Money Market -1084</b> | <b>217.25</b>   |
|            | Gunnison County          | Deposit        | Additional License Tax    | -107.50         |
|            | Gunnison County          | Deposit        | General Property Tax      | 38.94           |
|            | Gunnison County          | Deposit        | Property Tax Interest     | -4.58           |
|            | Gunnison County          | Deposit        | Specific Ownership Tax    | -112.39         |
|            | Gunnison County          | Deposit        | Specific Ownership Tax    | -32.11          |
|            | Gunnison County          | Deposit        | Treasurers Fees           | 0.39            |
| TOTAL      |                          |                |                           | -217.25         |
| 12/17/2019 |                          | <b>Deposit</b> | <b>Money Market -1084</b> | <b>982.31</b>   |
|            | Colorado Department o... | Deposit        | Highway Use Tax (HUTF)    | -982.31         |
| TOTAL      |                          |                |                           | -982.31         |
| 12/31/2019 |                          | <b>Deposit</b> | <b>Money Market -1084</b> | <b>0.56</b>     |
|            | Alpine Bank              | Deposit        | Interest Income           | -0.56           |
| TOTAL      |                          |                |                           | -0.56           |

**Town of Marble**  
**Deposit Detail-Money Market Fund**  
November 8, 2019 through January 31, 2020

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| <u>Date</u> | <u>Name</u> | <u>Memo</u> | <u>Account</u>     | <u>Amount</u> |
|-------------|-------------|-------------|--------------------|---------------|
| 12/31/2019  |             | Interest    | Money Market -1084 | 0.56          |
|             |             | Interest    | Interest Income    | -0.56         |
| TOTAL       |             |             |                    | -0.56         |

**Town of Marble**  
**Check Register**  
 December 13, 2019 through January 29, 2020

| Num                                    | Date       | Amount    |
|--|------------|-----------|
| <b>Alpine Bank</b>                     |            |           |
| 10747                                  | 01/16/2020 | -542.23   |
| <b>Aspen Maintenance &amp; Supply</b>  |            |           |
| 10748                                  | 01/16/2020 | -57.24    |
| <b>Century Link</b>                    |            |           |
| 10749                                  | 01/16/2020 | -221.36   |
| <b>CIRSA</b>                           |            |           |
| 10750                                  | 01/16/2020 | -1,179.81 |
| <b>Colorado Department of Revenue</b>  |            |           |
| 10751                                  | 01/16/2020 | -671.00   |
| 10762                                  | 01/12/2020 | -474.00   |
| <b>Crystal Echo</b>                    |            |           |
| 10752                                  | 01/16/2020 | -135.00   |
| <b>Daly Property Services, Inc.</b>    |            |           |
| 10753                                  | 01/16/2020 | -5,727.50 |
| <b>Holy Cross Electric</b>             |            |           |
| 10754                                  | 01/16/2020 | -62.88    |
| <b>Law of the Rockies</b>              |            |           |
| 10755                                  | 01/16/2020 | -1,033.00 |
| <b>Marble Water Company</b>            |            |           |
| 10756                                  | 01/16/2020 | -130.00   |
| <b>Max Gibbons</b>                     |            |           |
| 10744                                  | 12/31/2019 | -80.00    |
| <b>Sopris Sun</b>                      |            |           |
| 10757                                  | 01/16/2020 | -85.00    |
| <b>United States Treasury</b>          |            |           |
| 10763                                  | 01/12/2020 | 0.00      |
| 10764                                  | 01/12/2020 | -879.28   |
| <b>Valley Garbage Solution, LLC</b>    |            |           |
| 10758                                  | 01/16/2020 | -163.75   |
| <b>Zancanella and Associates, Inc.</b> |            |           |
| 10759                                  | 01/16/2020 | -165.00   |

01/12/20

**Town of Marble**  
**Payroll Report**  
December 13, 2019 through February 29, 2020

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| <u>Date</u>                           | <u>Num</u> | <u>Name</u>                     | <u>Type</u>     | <u>Amount</u>    |
|---------------------------------------|------------|---------------------------------|-----------------|------------------|
| <b>Colorado Department of Revenue</b> |            |                                 |                 |                  |
| 01/12/2020                            | 10762      | Colorado Department of Reven... | Liability Check | -474.00          |
| Total Colorado Department of Revenue  |            |                                 |                 | -474.00          |
| <b>United States Treasury</b>         |            |                                 |                 |                  |
| 01/12/2020                            | 10764      | United States Treasury          | Liability Check | -879.28          |
| 01/12/2020                            | 10763      | United States Treasury          | Liability Check | 0.00             |
| Total United States Treasury          |            |                                 |                 | -879.28          |
| <b>Charles R Manus</b>                |            |                                 |                 |                  |
| 01/01/2020                            | 10760      | Charles R Manus                 | Paycheck        | -432.19          |
| Total Charles R Manus                 |            |                                 |                 | -432.19          |
| <b>Ronald S Leach</b>                 |            |                                 |                 |                  |
| 01/01/2020                            | 10761      | Ronald S Leach                  | Paycheck        | -2,492.20        |
| Total Ronald S Leach                  |            |                                 |                 | -2,492.20        |
| <b>TOTAL</b>                          |            |                                 |                 | <b>-4,277.67</b> |

**Town of Marble**  
**Budget vs. Actual**  
**January through December 2019**

|                                     | Jan - Dec 19      | Budget            | \$ Over Budget    | % of Budget   |
|-------------------------------------|-------------------|-------------------|-------------------|---------------|
| <b>Income</b>                       |                   |                   |                   |               |
| <b>Intergovernmental</b>            |                   |                   |                   |               |
| Cigarette Tax                       | 203.87            | 100.00            | 103.87            | 203.9%        |
| Colorado Trust Fund                 | 0.00              | 0.00              | 0.00              | 0.0%          |
| General Sales Tax                   | 60,212.12         | 35,000.00         | 25,212.12         | 172.0%        |
| Highway Use Tax (HUTF)              | 13,591.74         | 13,000.00         | 591.74            | 104.6%        |
| Mineral Lease Distribution          | 2,822.87          | 2,500.00          | 322.87            | 112.9%        |
| Other Permit & License Fees         | 0.00              | 1,000.00          | -1,000.00         | 0.0%          |
| Severance Tax                       | 5,165.21          | 2,500.00          | 2,665.21          | 206.6%        |
| <b>Total Intergovernmental</b>      | <b>81,995.81</b>  | <b>54,100.00</b>  | <b>27,895.81</b>  | <b>151.6%</b> |
| <b>Licenses &amp; Permits</b>       |                   |                   |                   |               |
| Building Permits                    | 0.00              | 1,500.00          | -1,500.00         | 0.0%          |
| Business Licenses                   | 1,050.00          | 1,000.00          | 50.00             | 105.0%        |
| Driveway Access Permits             | 0.00              | 300.00            | -300.00           | 0.0%          |
| Other Licenses & Permits            | 400.00            | 0.00              | 400.00            | 100.0%        |
| Septic Permits                      | 1,023.00          | 1,000.00          | 23.00             | 102.3%        |
| <b>Total Licenses &amp; Permits</b> | <b>2,473.00</b>   | <b>3,800.00</b>   | <b>-1,327.00</b>  | <b>65.1%</b>  |
| <b>Other Revenue</b>                |                   |                   |                   |               |
| Campground/Store Revenues           | 46,436.86         | 60,000.00         | -13,563.14        | 77.4%         |
| CSQ Lease Agreement                 | 25,807.29         | 29,000.00         | -3,192.71         | 89.0%         |
| CSQ Maintenance Payments            | 3,300.00          | 3,300.00          | 0.00              | 100.0%        |
| Donations                           | 1,513.33          | 500.00            | 1,013.33          | 302.7%        |
| Holy Cross Electric Rebates         | 619.07            | 500.00            | 119.07            | 123.8%        |
| Interest Income                     | 196.40            | 500.00            | -303.60           | 39.3%         |
| Non-Specified                       | 3,854.56          | 3,000.00          | 854.56            | 128.5%        |
| Parking Program Revenue             | 0.00              | 50,000.00         | -50,000.00        | 0.0%          |
| SGB Lease Agreement                 | 3,005.00          | 2,000.00          | 1,005.00          | 150.3%        |
| Transfers (In) Out                  | -36.53            | 0.00              | -36.53            | 100.0%        |
| Tree Maintenance Program            | 0.00              | 1,000.00          | -1,000.00         | 0.0%          |
| <b>Total Other Revenue</b>          | <b>84,695.98</b>  | <b>149,800.00</b> | <b>-65,104.02</b> | <b>56.5%</b>  |
| <b>Taxes</b>                        |                   |                   |                   |               |
| Additional License Tax              | 820.23            | 500.00            | 320.23            | 164.0%        |
| Delinquent Property Tax             | 625.26            |                   |                   |               |
| General Property Tax                | 20,803.46         | 20,908.00         | -104.54           | 99.5%         |
| Property Tax Interest               | 210.38            | 100.00            | 110.38            | 210.4%        |
| Special Use & Sales Tax             | 0.00              | 0.00              | 0.00              | 0.0%          |
| Specific Ownership Tax              | 1,551.86          | 1,500.00          | 51.86             | 103.5%        |
| <b>Total Taxes</b>                  | <b>24,011.19</b>  | <b>23,008.00</b>  | <b>1,003.19</b>   | <b>104.4%</b> |
| <b>Total Income</b>                 | <b>193,175.98</b> | <b>230,708.00</b> | <b>-37,532.02</b> | <b>83.7%</b>  |
| <b>Gross Profit</b>                 | <b>193,175.98</b> | <b>230,708.00</b> | <b>-37,532.02</b> | <b>83.7%</b>  |
| <b>Expense</b>                      |                   |                   |                   |               |
| <b>General Government</b>           |                   |                   |                   |               |
| Abated Tax                          | 0.00              | 0.00              | 0.00              | 0.0%          |
| Campground/Office Expenses          | 18,555.67         | 25,000.00         | -6,444.33         | 74.2%         |
| Church Rent                         | 450.00            | 600.00            | -150.00           | 75.0%         |
| Civic Engagement Fund               | 0.00              | 1,500.00          | -1,500.00         | 0.0%          |
| Dues & Subscriptions                | 333.00            | 300.00            | 33.00             | 111.0%        |
| Elections                           | 0.00              | 0.00              | 0.00              | 0.0%          |
| Legal Publication                   | 134.32            | 1,000.00          | -865.68           | 13.4%         |
| Marble Fest Donation                | 0.00              | 0.00              | 0.00              | 0.0%          |
| Marble Water Co 2017 Tap Fee        | 0.00              | 0.00              | 0.00              | 0.0%          |
| Marble Water Co Monitoring Well     | 0.00              | 0.00              | 0.00              | 0.0%          |
| Marble Water Co Payment             | 0.00              | 0.00              | 0.00              | 0.0%          |
| Office Expenses                     | 3,020.92          | 5,000.00          | -1,979.08         | 60.4%         |
| Parking Program Expenses            | 168.75            | 16,100.00         | -15,931.25        | 1.0%          |
| Recycle Program                     | 0.00              | 1,000.00          | -1,000.00         | 0.0%          |
| Treasurers Fees                     | 404.38            | 500.00            | -95.62            | 80.9%         |
| Tree Maintenance Program            | 0.00              | 2,000.00          | -2,000.00         | 0.0%          |

|  | Jan - Dec 19      | Budget            | \$ Over Budget    | % of Budget   |
|--|-------------------|-------------------|-------------------|---------------|
| Unclassified                                 | 1,098.28          | 3,000.00          | -1,901.72         | 36.6%         |
| Weed Mitigation Program                      | 0.00              | 3,000.00          | -3,000.00         | 0.0%          |
| Workshop/Travel                              | 398.00            | 1,000.00          | -602.00           | 39.8%         |
| <b>Total General Government</b>              | <b>24,563.32</b>  | <b>60,000.00</b>  | <b>-35,436.68</b> | <b>40.9%</b>  |
| <b>Other Purchased Services</b>              |                   |                   |                   |               |
| Earth Day Expenses                           | 0.00              | 4,000.00          | -4,000.00         | 0.0%          |
| Grant Writing                                | 244.08            | 3,000.00          | -2,755.92         | 8.1%          |
| Liability & Worker Comp Insc                 | 4,947.10          | 4,500.00          | 447.10            | 109.9%        |
| Park Improvements                            | 1,285.40          | 0.00              | 1,285.40          | 100.0%        |
| Utilities                                    | 3,178.59          | 3,500.00          | -321.41           | 90.8%         |
| <b>Total Other Purchased Services</b>        | <b>9,655.17</b>   | <b>15,000.00</b>  | <b>-5,344.83</b>  | <b>64.4%</b>  |
| <b>Purchased Professional Services</b>       |                   |                   |                   |               |
| Audit  | 7,100.00          | 7,000.00          | 100.00            | 101.4%        |
| Engineering-Water Augmentation               | 13,055.50         | 11,000.00         | 2,055.50          | 118.7%        |
| Engineering Services                         | 7,037.50          | 5,000.00          | 2,037.50          | 140.8%        |
| Legal - General                              | 16,058.05         | 25,000.00         | -8,941.95         | 64.2%         |
| Legal - Water Augmentation Plan              | 0.00              | 5,000.00          | -5,000.00         | 0.0%          |
| Municipal Court                              | 0.00              | 1,500.00          | -1,500.00         | 0.0%          |
| <b>Total Purchased Professional Services</b> | <b>43,251.05</b>  | <b>54,500.00</b>  | <b>-11,248.95</b> | <b>79.4%</b>  |
| <b>Roads</b>                                 |                   |                   |                   |               |
| Snow & Ice Removal                           | 38,092.82         | 24,000.00         | 14,092.82         | 158.7%        |
| Street Maintenance                           | 7,506.67          | 10,000.00         | -2,493.33         | 75.1%         |
| <b>Total Roads</b>                           | <b>45,599.49</b>  | <b>34,000.00</b>  | <b>11,599.49</b>  | <b>134.1%</b> |
| <b>Wages &amp; Benefits</b>                  |                   |                   |                   |               |
| FICA/Medicare                                | 4,079.29          | 5,701.00          | -1,621.71         | 71.6%         |
| Total Wages                                  | 53,602.98         | 55,272.00         | -1,669.02         | 97.0%         |
| Wages & Benefits - Other                     | 0.00              | 0.00              | 0.00              | 0.0%          |
| <b>Total Wages &amp; Benefits</b>            | <b>57,682.27</b>  | <b>60,973.00</b>  | <b>-3,290.73</b>  | <b>94.6%</b>  |
| <b>Total Expense</b>                         | <b>180,751.30</b> | <b>224,473.00</b> | <b>-43,721.70</b> | <b>80.5%</b>  |
| <b>Net Income</b>                            | <b>12,424.68</b>  | <b>6,235.00</b>   | <b>6,189.68</b>   | <b>199.3%</b> |

Town of Marble  
Resolution Number 1  
Series of 2020

A RESOLUTION DESIGNATING THE PUBLIC PLACE FOR POSTING NOTICE OF  
MEETINGS OF THE TOWN OF MARBLE BOARD OF TRUSTEES

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 Board of Trustees of the Town of Marble is a “local public body” subject to Colorado’s Open Meetings Law, C.R.S. § 24-6-402.
- C. C.R.S. § 24-6-402(2)(c) provides that “a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to the holding of the meeting. The public place or places for posting such notice shall be designated annually at the local public body’s first regular meeting of each calendar year.”
- D. The Board of Trustees desires to designate a public place for posting notice of meetings of the Board of Trustees, in compliance with C.R.S. § 24-6-402(2)(c);

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

1. The public place for posting notice of meetings of the Board of Trustees shall be:
- The public bulletin board at the intersection of West 1<sup>st</sup> Street and Main Street, in the Town of Marble, Colorado.

INTRODUCED, READ, AND ADOPTED this 16th day of January, 2020, by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed.

TOWN OF MARBLE:

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

ATTEST:

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