

Town of Marble  
Regular Meeting of the Board of Trustees  
February 5, 2026 6:00 pm  
Marble Community Church, 121 W. State St. Marble, Colorado

Agenda

- A. 6:00 P.M. Call to order & roll call of the regular February meeting of the Board of Trustees of the Town of Marble
- B. Mayor's Comments
- C. Consent Agenda
  - a. Approval of January 15<sup>th</sup>, 2025 Minutes
  - b. Approval of Current Bills, February 5<sup>th</sup>, 2026
- D. Treasurer Report, Amy
  - a. Account balances, 1/31/26
  - b. Year to date, budget vs actual
- E. Administrator Report
  - a. Consider OWTS variance request, Charley Speer & Michael Lambert, Ron
  - b. April 7, 2026 municipal election update
  - c. Consider approval of Resolution #2-2026 Cancelling the 2026 municipal election and declaring candidates elected, Ron
  - d. Discussion regarding proposed Crystal River agreement, Ron
  - e. Consider a motion to authorize filing an opposition statement to participate in Water Court case FILING ID: 60C95E9FEAFD7
- F. Discussion of mixed-use corridor proposal
  - a. Use by right vs Use by review discussion, Dustin
- G. Old Business
- H. New Business
- I. Adjourn

Minutes of the Town of Marble  
Regular Meeting of the Board of Trustees  
January 15, 2026

A. 6:00 P.M. Call to order & roll call of the regular January meeting of the Board of Trustees of the Town of Marble – Ryan Vinciguerra called the meeting to order at 6:03 p.m. Present: Dustin Wilkey, Amber McMahill, Larry Good and Ryan Vinciguerra. Absent: Amy Rusby. Also present: Ron Leach, Town Administrator; Terry Langley, minutes and (attending by zoom) Kendall Burgemeister, Town Attorney.

B. Consideration of an executive session pursuant to CRS 24-6-402(4)(b) for the purpose of receiving legal advice on specific legal questions from the Town’s legal counsel regarding the West Divide Water Conservancy District (WDWCD) plan for augmentation and the Marble Water Company. Ryan Vinciguerra made a motion to go into executive session pursuant to CRS 24-6-402(4)(b) for the purpose of receiving legal advice on specific legal questions from the Town’s legal counsel regarding the West Divide Water Conservancy District plan for augmentation and the Marble Water Company. Amber McMahill seconded and the motion passed unanimously. The board went into executive session at 6:05 p.m. Dustin Wilkey made a motion to end the executive session and to return to the regular meeting. Amber McMahill seconded and the motion passed unanimously. The regular meeting of the Town of Marble Board of trustees resumed at 6:40 p.m.

C. Mayor’s Comments – Ryan asked that the board avoid repetition and that the meeting be run tightly and cleanly.

D. Discussion of Marble Water Company issues

a. Water augmentation agreement with WDWCD – Ryan explained that WDWCD has been working on this for years. Contracts have been put together and the town knows how much water is needed and the town has sourced their augmentation plan.

b. Jamie Vogt letter regarding MWC issues – Ryan thanked Jamie for his letter. It is included in the packet. He feels that the water rights belong to the town, 100%. He acknowledged that the non-profit model has served the community and was great in its time but no longer makes sense in light of the town growth and drier weather patterns. He does not feel that MWC is operating in the town’s interest, in particular with equal access and fire protection. Transparency is an important part of any public service. MWC owns the pipes but does not own the water and they do not offer transparency in regard to management of the system. The current lease agreement expires in 2028 and that will arrive sooner than we think it will. This should not be a back burner issue but should be 100% a top priority. He recognizes

that negotiating with the MWC is a complex issue. He recommends finding a consultant that can help determine the steps and answers to questions including: where are we, what are the options, what are the avenues, what are the contingencies? What if the lease runs out and there is no agreement: will the water be turned off? Larry Good asked if Jamie has any suggestions for a consultant. Jamie suggested the town consult an attorney with knowledge of imminent domain issues and knowledge of the steps to take in appropriate negotiating with the MWC. Amber said the aging of the system and the lack of information regarding maintenance on the system is another issue. There have been incidents of low water and muddy water complaints by citizens. Larry spoke to the help that the Department of Local Affairs (DOLA) had offered, particularly with grant writing. He spoke to only one fire hydrant in East Marble and the fact that the water system has aged past its intended life span of 30 years and is now into 45 years. He feels the town needs to cooperate with the MWC as well as get started on this issue. Larry agreed with Jamie on the need for mapping of the infrastructure and the need for transparency of finances. He would hope for a seamless transition. Dustin is looking for fairness and consistency. He spoke to the MWC plans to use old technology (cast iron piping) and the need to look at current technology and the fact that some people are treated differently. He spoke to working together with the MWC toward 2028. Ron reported that the MWC wants to use their grant for the expansion project in East Marble. They want the town to collect the funds for the bond payment and want assurance that, if the company is acquired by the town, the town will run the company efficiently and hire qualified maintenance personnel. They also want a Plan B for protecting the water quality and safety. Ron feels we can give the assurance that we share these goals, but may have a different approach for reaching the goals. The town has an idea for Plan B (installing another well). Ron is trying to open a meaningful dialogue and negotiations with the MWC. He feels the way forward is to be clear about what the town wants (transfer of ownership) as well as why. He feels that taking the middle path on the augmentation plan shows that they are able to work together. The dialogue has been slowed by the fact that the MWC board is here on a limited basis. He feels that they need to talk more often. He agrees that a consultant is a great idea. Ryan agrees that we need a Plan B and that the MWC wants to know how a Plan B would be taken care of. A consultant can help map out what steps would be taken in case of contamination, particular in regard to immediate action. Dustin spoke to the need for information that the town has asked for from the MWC. Ryan said that the town's due diligence would include full transparency, getting the system assessed and appraised. He would like to send a letter as an invitation to starting the next steps and identifying what steps the town is taking, particularly in regard to Plan B as well as the upcoming end of the current lease. Larry suggested committing some of the reserve fund to working on this. Amber expressed frustration with the lack of progress to this point. Larry suggested scheduling a series of talks with the MWC that include agendas and goals. Ryan feels that addressing the Plan B issue is a good place to start. Amber McMahill made a motion to

direct Ron to speak to Alan Leslie about Plan B options. Dustin Wiley seconded and the motion passed unanimously. Ron suggested a table top exercise to map out what the town would do if there was a bad test tomorrow. He explained that Alan Leslie runs the water systems for Aspen Glen, Roaring Fork Fire District and every major water system in the Roaring Fork Valley. Ryan will work on a letter to be approved by the board and sent to MWC.

E. Discussion of mixed-use corridor proposal – Ryan acknowledged the amount of time that the town has been spent on this. He asked that a motion be made or that the town moves on from this. Dustin showed a zoning map that was part of the master plan and that people want to see growth. Dustin Wilkey made a motion for Ron and Kendall to develop a zoning code that would incorporate mixed use along the black top. The motion died for lack of a second. Amber asked if Kendall felt that this idea was addressed in the current master plan or would require an addendum. She feels that this is primarily addressed through the survey results that show that people support growth but want to see it spread out through town. She feels there needs to be more information/direction in the master plan. Ryan feels the master plan does not give clear direction and that it is up to the board to determine whether to go through with rezoning and then to hear from the public. Larry pointed out that Kendall said that the town needs to draft a concept of what the mixed-use zone would be, identifying allowed uses and what types of restrictions there would be. Ron said they would need to draft an ordinance for the public hearing. Dustin Wilkey made a motion to have Ron and Kendall develop a draft ordinance for rezoning to mixed-use zoning along the paved route through town. Amber McMahill seconded. Larry reminded the board that Kendall said the town needs to decide what the town wants in this ordinance. Dustin said that use by review and use by right is addressed with business licenses and is a separate issue from zoning. He would like to see the uses addressed next month with business license discussion. Amber feels it is a good idea to have a draft ordinance as a starting point for constructive conversations. She said that use by right and use by review are addressed in current zoning. Dustin would like to see this be on the agenda next month. He would then make a motion that the current use by right and use by review guidelines remain and that anything outside of that come before the board. Ryan asked if current zoning codes regarding uses would remain the same. Larry referred to last month's minutes concerning the use by review and use by right response from Kendall. It could be set up so that every use comes before the board and that a decision made on a case-by-case basis, but that he does not feel that is the best way forward. He feels that it could be written so that it comes up within business license application. Larry does not feel there is a need to fast track this as there has been little call for it. Amber would like to see this either done or dropped in order to clear this issue from the agendas. The vote on the motion was: Dustin Wilkey and Amber McMahill yes, Larry Good no. The motion passed two to one.

F. Consent Agenda – Dustin Wilkey made a motion to approve the consent agenda. Amber McMahill seconded and the motion passed unanimously.

- a. Approval of December 4th, 2025 Minutes
- b. Approval of Current Bills, January 15th, 2026

G. Treasurer Report, Amy – In Amy’s absence, Ron reported on the year to-date numbers:

- a. Account balances as of 12/31/2025 totaled right at \$500,000.
- b. Year to date, budget vs actual – we are only two weeks into the year so budget and actual are in alignment.

H. Administrator Report

a. Approve Resolution #2026-1 Public Posting Place – Dustin Wilkey made a motion to approve Resolution #2026-1 Public Posting Place. Larry Good seconded and the motion passed unanimously.

b. April 7, 2026 municipal election update – Ron reported that there are three petitions out, all for the incumbents (Amy, Amber and Larry).

I. Land Use - none

J. Old Business – Larry asked if there had been any movement on hiring an Assistant to the Town Manager. Ron reported that he does not plan to have a formal job description for a full-time assistant. Charlie Manus will take care of the campground, bathroom and other maintenance. Ron will take care of the campground and other administrative duties. Tina Smith and Karly Anderson will help as needed. The parking program will operate as self-pay. He plans to expand on this in February.

K. New Business

- a. Dustin asked that use by right/review be placed on next month’s agenda.
- b. Ryan reported that he will have mulch available and asked if the town could use it. Ron said they would like a truck load. Dustin offered to check on and clear a spot to store some of it. Amber would like some for the preschool.

L. Adjourn – Dustin Wilkey made a motion to adjourn. Larry Good seconded and the motion passed unanimously. The meeting was adjourned at 7:46 p.m.

Respectfully submitted,  
Terry Langley

## Town of Marble

## Deposit Detail

January 2026

DATE	TRANSACTION TYPE	CUSTOMER	VENDOR	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
Money Market -1084						
01/07/2026	Deposit	State of Colorado		DISTRIB CO DOR CIGARETTE CCD XXXXXXXX7008RLAC	Money Market -1084	12.76
		State of Colorado		DISTRIB CO DOR CIGARETTE CCD XXXXXXXX7008RLAC	Intergovernmental:Cigarette Tax	12.76
01/09/2026	Deposit	State of Colorado		ACH ITEM COLORADO SURPLUS CCD	Money Market -1084	161.76
		State of Colorado		ACH ITEM COLORADO SURPLUS CCD	Property Taxes	161.76
01/09/2026	Deposit	State of Colorado		DISTRIB CO DOR SALES TAX CCD XXXXXXXX7003RLAS	Money Market -1084	5,885.36
		State of Colorado		DISTRIB CO DOR SALES TAX CCD XXXXXXXX7003RLAS	Intergovernmental:General Sales Tax	5,885.36

## Transaction List

Town of Marble

January 13-February 2, 2026

ITEM SPLIT ACCOUNT	DATE	VENDOR	MEMO/DESCRIPTION	ACCOUNT FULL NAME	AMOUNT
<b>Tax Payment</b>					
QuickBooks Tax Holding Account	01/13/2026	QuickBooks Payroll	Tax withdrawal	101001 *General Fund -0240	-119.35
Federal Taxes (941/943/944)	01/15/2026	IRS	Tax Payment for Period: 12/01/2025-12/31/2025	QuickBooks Tax Holding Account	-1,514.20
QuickBooks Tax Holding Account	01/16/2026	QuickBooks Payroll	Tax withdrawal	101001 *General Fund -0240	-973.92
CO Paid Family and Medical Leave	01/21/2026	Department of Family and Medical Leave	Tax Payment for Period: 10/01/2025-12/31/2025	QuickBooks Tax Holding Account	-97.92
QuickBooks Tax Holding Account	01/30/2026	QuickBooks Payroll	Tax withdrawal	101001 *General Fund -0240	-902.16
Federal Unemployment (940)	02/02/2026	IRS	Tax Payment for Period: 01/01/2025-12/31/2025	QuickBooks Tax Holding Account	-121.02
<b>Total for Tax Payment</b>					<b>-\$3,728.57</b>
<b>Expense</b>					
105120 Liability & Worker Comp Insc	01/13/2026	CIRSA	WEB PAY CIRSA CCD 12234	101001 *General Fund -0240	-410.40
105120 Liability & Worker Comp Insc	01/13/2026	CIRSA	WEB PAY CIRSA CCD 12234	101001 *General Fund -0240	-1,004.50
105125 Utilities	01/27/2026	Holy Cross Electric	ELEC PAYMT HOLY CROSS ENRGY CCD XXXXXX4505	101001 *General Fund -0240	-20.40
105125 Utilities	01/27/2026	Holy Cross Electric	ELEC PAYMT HOLY CROSS ENRGY CCD XXXXXX2805	101001 *General Fund -0240	-24.28
105125 Utilities	01/30/2026	Holy Cross Electric	ELEC PAYMT HOLY CROSS ENRGY CCD XXXXXX3402	101001 *General Fund -0240	-18.60
<b>Total for Expense</b>					<b>-\$1,478.18</b>
<b>Check</b>					
105035 Legal - General	01/14/2026	Law of the Rockies	2898-0001 & 0021	101001 *General Fund -0240	-1,903.76
105110 Engineering Services & Insp.	01/15/2026	Cadfish LLC	CHECK - LOCAL ITEM 12220	101001 *General Fund -0240	-1,350.00
105100 Snow & Ice Removal	02/02/2026	Daly Property Services, Inc.	Inv# 7163	101001 *General Fund -0240	-2,402.40
Campground Expenses	02/02/2026	Strong Structures Ltd.		101001 *General Fund -0240	-1,103.85
Alpine Credit Card 2	02/02/2026	Alpine Bank	Acct. # ending: 6434	101001 *General Fund -0240	-1,350.00
105125 Utilities	02/02/2026	Century Link		101001 *General Fund -0240	-117.86
	02/02/2026	Marble Water Company		101001 *General Fund -0240	-360.00
105630 Marble Fest Expense	02/02/2026	Alpine Partners	Inv# 1171700	101001 *General Fund -0240	-1,000.00
105630 Marble Fest Expense	02/02/2026	The Crystal Valley Echo		101001 *General Fund -0240	-135.00
Maintenance - Park Fund	02/02/2026	Aspen Maintenance Supply LLC	Invoice# 71862	101001 *General Fund -0240	-88.67
Office Maint.	02/02/2026	Roaring Fork Valley Co-Op		101001 *General Fund -0240	-180.69
Accounting	02/02/2026	Ragged Enterprises, LLC		101001 *General Fund -0240	-617.50
<b>Total for Check</b>					<b>-</b>
					<b>\$10,609.73</b>
<b>Credit Card Expense</b>					
105140 Dues & Subscriptions	01/18/2026	Adobe		Alpine Credit Card 2	19.99
105025 Office Expenses	01/21/2026	JustAnswer		Alpine Credit Card 2	55.00
105025 Office Expenses	01/24/2026	Intuit		Alpine Credit Card 2	80.00
105025 Office Expenses	01/27/2026	HughesNet		Alpine Credit Card 2	111.81
<b>Total for Credit Card Expense</b>					<b>\$266.80</b>
<b>TOTAL</b>					<b>-</b>
					<b>\$15,549.68</b>

## Town of Marble

**Payroll summary report**

From Jan 13, 2026 to Feb 02, 2026 for all employees from all locations

Pay date	Name	Hours	Gross pay	Pretax deductions	Other pay	Employee taxes	Aftertax deductions	Net pay	Employer taxes	Company contributions	Total payroll cost
<b>Total</b>		<b>249.25h</b>	<b>\$7,799.88</b>			<b>-\$1,407.51</b>		<b>\$6,392.37</b>	<b>\$587.93</b>		<b>\$8,387.81</b>
01/30/2026 Direct deposit	Langley, Theresa A	5h	\$127.65			-\$10.32		\$117.33	\$9.76		\$137.41
01/30/2026 Direct deposit	Leach, Ronald S	80h	\$2,448.82			-\$506.12		\$1,942.70	\$187.34		\$2,636.16
01/30/2026 Direct deposit	Manus, Charles R	25h	\$860.75			-\$122.78		\$737.97	\$65.84		\$926.59
01/16/2026 Direct deposit	Leach, Ronald S	80h	\$2,448.82			-\$506.10		\$1,942.72	\$187.32		\$2,636.14
01/16/2026 Direct deposit	Manus, Charles R	33.75h	\$1,276.34			-\$191.61		\$1,084.73	\$88.90		\$1,365.24
01/13/2026 Direct deposit	Anderson, Karleen	25.5h	\$637.50			-\$70.58		\$566.92	\$48.77		\$686.27

## Town of Marble

## General Fund: Budget vs Actuals

January - December 2026

	TOTAL			% OF BUDGET
	ACTUAL	BUDGET	REMAINING	
<b>Income</b>				
Intergovernmental				
Cigarette Tax	12.76	200.00	187.24	6.38 %
General Sales Tax	5,885.36	170,000.00	164,114.64	3.46 %
Grant Revenue		5,000.00	5,000.00	
Highway Use Tax (HUTF)		14,000.00	14,000.00	
Mineral Lease Distribution		0.00	0.00	
Severance Tax		0.00	0.00	
<b>Total Intergovernmental</b>	<b>5,898.12</b>	<b>189,200.00</b>	<b>183,301.88</b>	<b>3.12 %</b>
Licenses & Permits				
Building Permits		4,000.00	4,000.00	
Business Licenses		1,000.00	1,000.00	
Other Licenses & Permits		500.00	500.00	
Septic Permits		2,000.00	2,000.00	
Short term rental Licenses		350.00	350.00	
<b>Total Licenses &amp; Permits</b>		<b>7,850.00</b>	<b>7,850.00</b>	
Other Revenue				
Campground/Store Revenues	3,408.04	59,000.00	55,591.96	5.78 %
CSQ Lease Agreement		34,000.00	34,000.00	
CSQ Maintenance Payments		3,600.00	3,600.00	
Donations		1,000.00	1,000.00	
Holy Cross Electric Rebates		500.00	500.00	
Interest Income	353.57	5,000.00	4,646.43	7.07 %
Marble Fest		16,000.00	16,000.00	
Non-Specified		1,000.00	1,000.00	
Parking Program Revenue		16,000.00	16,000.00	
SGB Lease Agreement		3,000.00	3,000.00	
Transfer Water Fund, Admin Cost		1,000.00	1,000.00	
<b>Total Other Revenue</b>	<b>3,761.61</b>	<b>140,100.00</b>	<b>136,338.39</b>	<b>2.68 %</b>
Property Taxes				
Property Taxes	161.76		-161.76	
Additional License Tax		1,000.00	1,000.00	
General Property Tax		41,000.00	41,000.00	
Property Tax Interest		500.00	500.00	
Specific Ownership Tax		1,500.00	1,500.00	
<b>Total Property Taxes</b>	<b>161.76</b>	<b>44,000.00</b>	<b>43,838.24</b>	<b>0.37 %</b>
<b>Total Income</b>	<b>\$9,821.49</b>	<b>\$381,150.00</b>	<b>\$371,328.51</b>	<b>2.58 %</b>
<b>GROSS PROFIT</b>	<b>\$9,821.49</b>	<b>\$381,150.00</b>	<b>\$371,328.51</b>	<b>2.58 %</b>
<b>Expenses</b>				
General Government				
Campground Expenses	1,281.02	25,000.00	23,718.98	5.12 %
Church Rent		720.00	720.00	
Civic Engagement Fund		1,500.00	1,500.00	

## Town of Marble

## General Fund: Budget vs Actuals

January - December 2026

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% OF BUDGET
Donation to AVLT Childrens Park		2,000.00	2,000.00	
Dues & Subscriptions	43.98	2,000.00	1,956.02	2.20 %
Elections		3,000.00	3,000.00	
Food		2,000.00	2,000.00	
Grant Expenditures		5,000.00	5,000.00	
Legal Publication		1,000.00	1,000.00	
Marble Fest Expense	1,135.00	16,000.00	14,865.00	7.09 %
Marble Hub Donation	10,000.00	10,000.00	0.00	100.00 %
Office Expenses	867.57	9,000.00	8,132.43	9.64 %
Office Maint.	241.69	8,000.00	7,758.31	3.02 %
Parking Program Expenses		2,000.00	2,000.00	
Recycle Program	463.50	4,000.00	3,536.50	11.59 %
Transfer to Park Fund		20,000.00	20,000.00	
Treasurers Fees		500.00	500.00	
Unclassified		0.00	0.00	
Vehicle Expenses		1,000.00	1,000.00	
Workshop/Travel		3,000.00	3,000.00	
<b>Total General Government</b>	<b>14,032.76</b>	<b>115,720.00</b>	<b>101,687.24</b>	<b>12.13 %</b>
Other Purchased Services				
Earth Day Expenses		10,000.00	10,000.00	
Grant Writing		6,000.00	6,000.00	
Liability & Worker Comp Insc	1,414.90	7,000.00	5,585.10	20.21 %
Utilities	313.44	4,000.00	3,686.56	7.84 %
<b>Total Other Purchased Services</b>	<b>1,728.34</b>	<b>27,000.00</b>	<b>25,271.66</b>	<b>6.40 %</b>
Payroll Expenses	50.00		-50.00	
Taxes	840.97		-840.97	
Wages	10,993.27	143,000.00	132,006.73	7.69 %
<b>Total Payroll Expenses</b>	<b>11,884.24</b>	<b>143,000.00</b>	<b>131,115.76</b>	<b>8.31 %</b>
Purchased Professional Services				
Accounting	730.00	10,000.00	9,270.00	7.30 %
Audit		14,000.00	14,000.00	
Engineering Services & Insp.	1,350.00	8,908.00	7,558.00	15.15 %
Legal - General	2,903.76	15,000.00	12,096.24	19.36 %
<b>Total Purchased Professional Services</b>	<b>4,983.76</b>	<b>47,908.00</b>	<b>42,924.24</b>	<b>10.40 %</b>
Roads				
Snow & Ice Removal	4,960.80	30,000.00	25,039.20	16.54 %
Street Maintenance		30,000.00	30,000.00	
<b>Total Roads</b>	<b>4,960.80</b>	<b>60,000.00</b>	<b>55,039.20</b>	<b>8.27 %</b>
<b>Total Expenses</b>	<b>\$37,589.90</b>	<b>\$393,628.00</b>	<b>\$356,038.10</b>	<b>9.55 %</b>
NET OPERATING INCOME	<b>\$ -27,768.41</b>	<b>\$ -12,478.00</b>	<b>\$15,290.41</b>	<b>222.54 %</b>
NET INCOME	<b>\$ -27,768.41</b>	<b>\$ -12,478.00</b>	<b>\$15,290.41</b>	<b>222.54 %</b>

## Town of Marble

## Park Fund: Budget vs Actuals

January - December 2026

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% OF BUDGET
Income				
Conservation Trust Income - CTF		1,500.00	1,500.00	
Transfer In - Park Fund		20,000.00	20,000.00	
<b>Total Income</b>	<b>\$0.00</b>	<b>\$21,500.00</b>	<b>\$21,500.00</b>	<b>0.00%</b>
GROSS PROFIT	<b>\$0.00</b>	<b>\$21,500.00</b>	<b>\$21,500.00</b>	<b>0.00 %</b>
Expenses				
Park Fund Expenses				
Maintenance - Park Fund	327.54	11,535.00	11,207.46	2.84 %
<b>Total Park Fund Expenses</b>	<b>327.54</b>	<b>11,535.00</b>	<b>11,207.46</b>	<b>2.84 %</b>
<b>Total Expenses</b>	<b>\$327.54</b>	<b>\$11,535.00</b>	<b>\$11,207.46</b>	<b>2.84 %</b>
NET OPERATING INCOME	<b>\$ -327.54</b>	<b>\$9,965.00</b>	<b>\$10,292.54</b>	<b>-3.29 %</b>
NET INCOME	<b>\$ -327.54</b>	<b>\$9,965.00</b>	<b>\$10,292.54</b>	<b>-3.29 %</b>

## Town of Marble

## Water Fund: Budget vs. Actuals

January - December 2026

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% OF BUDGET
Income				
Water Fund Income				
Water - Fees For Service		21,000.00	21,000.00	
<b>Total Water Fund Income</b>		<b>21,000.00</b>	<b>21,000.00</b>	
<b>Total Income</b>	<b>\$0.00</b>	<b>\$21,000.00</b>	<b>\$21,000.00</b>	<b>0.00%</b>
GROSS PROFIT	<b>\$0.00</b>	<b>\$21,000.00</b>	<b>\$21,000.00</b>	<b>0.00 %</b>
Expenses				
Water Fund Expenses				
Fire Protection/Water Tank		20,000.00	20,000.00	
Water - Administration Costs	2.42	1,000.00	997.58	0.24 %
<b>Total Water Fund Expenses</b>	<b>2.42</b>	<b>21,000.00</b>	<b>20,997.58</b>	<b>0.01 %</b>
<b>Total Expenses</b>	<b>\$2.42</b>	<b>\$21,000.00</b>	<b>\$20,997.58</b>	<b>0.01 %</b>
NET OPERATING INCOME	<b>\$ -2.42</b>	<b>\$0.00</b>	<b>\$2.42</b>	<b>0.00%</b>
NET INCOME	<b>\$ -2.42</b>	<b>\$0.00</b>	<b>\$2.42</b>	<b>0.00%</b>

## Crystal River Intergovernmental Agreement

### DRAFT WORK PRODUCT

This Intergovernmental Agreement (“Agreement”) regarding the Crystal River is entered into by and between the Colorado River Water Conservation District, Gunnison County, Colorado, Pitkin County, Colorado, Town of Marble, Colorado, and the West Divide Water Conservancy District referred to herein individually as “Party” and collectively as the “Parties”.

### RECITALS

**WHEREAS**, the Parties to this Agreement are political subdivisions of the State of Colorado; and

**WHEREAS**, Section 29-1-203, Colorado Revised Statutes, as amended authorizes political subdivisions to enter into agreements which may be of mutual benefit to the parties; and

**WHEREAS**, in 2002 the USFS found the Crystal River eligible for inclusion in the national Wild and Scenic River system; and

**WHEREAS**, the Crystal River Wild and Scenic and Other Alternatives Feasibility Collaborative Steering Committee (“Steering Committee”) was established in 2022 to provide a platform for robust discussions of shared goals and strategies that would facilitate lasting protections for the Crystal River; and

**WHEREAS**, the Steering Committee consisted of a representative cross section of interested parties to provide informed input, examine, explore and investigate river protections that would result in the identification of shared principles for protection of the Crystal River; and

**WHEREAS**, the Steering Committee recommended that the local governments of jurisdiction develop an Intergovernmental Agreement expressing their commitment to protect the Crystal River from on-channel dams and transmountain diversions; and

**WHEREAS**, the Parties seek durable and effective protections that will endure over time to preserve the free-flowing nature and ecological integrity of the Crystal River; and

**WHEREAS**, the Parties affirm their shared commitment that no on-channel dams or transmountain diversions should impair the Crystal River; and

**WHEREAS**, the Parties acknowledge the importance of protecting local agriculture and maintaining water rights tied to the land, especially through preserving downstream senior water rights that protect downstream flows and ensure working landscapes remain viable; and

**WHEREAS**, the Parties respect the need for local control and property rights to be preserved, subject to applicable state and local law; and

**WHEREAS**, the Parties recognize that recreation and tourism are integral to the Crystal River corridor and should be managed sustainably to protect the river’s ecological and scenic values; and

**WHEREAS**, the Parties to this Agreement recognize the economic, environmental, and recreational benefits the Crystal River provides to their various constituents.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, the Parties mutually agree as follows:

**AGREEMENT**

- I. **Reservoirs.** To the extent permitted by law, the Parties agree not to advocate for or otherwise support any project that proposes a new reservoir or impoundment of water on the mainstem of the Crystal River. However, nothing herein shall be construed as limiting Gunnison County or Pitkin County from administering any regulations promulgated under the Areas and Activities of State Interest Act, C.R.S. §24-65.1-101 *et seq.*, or other applicable provisions of the Gunnison County Land Use Resolution or Pitkin County Land Use Code and applicable law.
- II. **Trans-basin Diversions.** To the extent permitted by law, the Parties agree to oppose any water rights application or trans-basin diversion project that would remove water from the Crystal River basin. However, nothing herein shall be construed as limiting Gunnison County or Pitkin County from administering any regulations promulgated under the Areas and Activities of State Interest Act, C.R.S. §24-65.1-101 *et seq.*, or other applicable provisions of the Gunnison County Land Use Resolution or Pitkin County Land Use Code and applicable law.
- III. **Termination.** The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate their participation in the Agreement, in whole or in part, upon written notice to the Parties.
- IV. **Notices.** Any notice required under this agreement may be personally delivered (including electronic mail) or mailed in the United States mail, first class postage prepaid to the Party to be served at the following address:

Colorado River Water Conservation District:

Gunnison County:

Pitkin County:

Town of Marble:

West Divide Water Conservancy District:

- V. **Independent Entities**. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
- VI. **Integration and Amendment**. This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understanding. This Agreement may only be amended by a writing signed by the Parties. If any provision of the Agreement is held invalid or unenforceable, no other provisions shall be affected by such holding, and the remaining provisions of the Agreement shall remain in full force and effect.
- VII. **No Construction Against Drafting Party**. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- VIII. **Captions**. The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.
- IX. **Execution by Counterparts and Electronic Signatures**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for the execution of this Agreement.
- X. **Authority to Execute**. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

[SIGNATURE BLOCKS]

DISTRICT COURT, WATER DIVISION 5, COLORADO 109 8 <sup>th</sup> St., Ste. 104, Glenwood Springs, CO 81601, 970-945-5075	<b>▲ COURT USE ONLY ▲</b>
CONCERNING THE APPLICATION FOR WATER RIGHTS OF:  West Divide Water Conservancy District  In Garfield, Gunnison and Pitkin Counties	
<b>Attorneys for Town of Marble:</b> LAW OF THE ROCKIES Kendall K. Burgemeister, Atty. Reg. #41593 525 North Main Street Gunnison, CO 81230 970-641-1903 kburgemeister@lawoftherockies.com	Case Number 25CW3191  Water Div. 2  Ctrm:
<b>STATEMENT OF OPPOSITION          OF TOWN OF MARBLE</b>	

1. Name, address, telephone number of Opposer:

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

2. Facts why the Application should not be granted or should be granted only in part or on certain conditions:

a. The Town of Marble is a statutory town located on the Crystal River. The Town owns certain water rights that are proposed to be augmented pursuant to the Application in this case.

b. The Town is supportive of the plan for augmentation proposed in the Application.

c. The Town files this opposition to monitor the proceedings in this case and to ensure that the proposed terms and conditions related to augmentation of structures serving the Town of Marble are not modified through the course of these proceedings in a manner that could be injurious to the Town and its vested water rights.

3. The Town reserves the right to raise further objections as more information is gained through discovery or otherwise, including the adoption of objections raised by any other Objectors similarly situated.

4. This Statement of Opposition is a continuing objection to any amended or republished application.

Respectfully submitted February \_\_. 2026.

LAW OF THE ROCKIES

By: *S/ Kendall K. Burgemeister*  
Kendall K. Burgemeister

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**VERIFICATION**

I declare under penalty of perjury under the law of Colorado that the foregoing is true and correct.

Executed on February \_\_\_, 2026, in Marble, Colorado.

---

Ron Leach

The person signing this verification is an authorized agent of the Town of Marble.

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**CERTIFICATE OF SERVICE**

I hereby certify that on February \_\_\_\_, 2026, I served via Colorado Courts E-Filing a true and correct copy of the foregoing on all counsel of record, *pro se* parties, and the State and Division Engineer.

/s/ Kendall Burgemeister  
Kendall Burgemeister

Town of Marble  
Resolution Number 2  
Series of 2026

A RESOLUTION CANCELLING THE 2026 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 2026 municipal election is scheduled for April 7, 2026. 64 days before the day of the election is February 2, 2026. Therefore, affidavits of intent for write-in candidates were due *prior to* February 2, 2026. 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: One 4-year term and two 2-year terms.
- I. Nomination petitions for Board of Trustees seats were submitted for:

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

(the “Nominees”).

J. As of the close of business on February 2, 2026, there were not more candidates than offices to be filled at the election.

K. The Town Clerk and the Nominees agreed to determine which Nominee would be elected to the 4-year term by random drawing conducted by the Town Clerk during open session at the February 5, 2026, meeting of the Board.

L. The random drawing was conducted, and \_\_\_\_\_ was selected to serve the 4-year term.

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. Trustee (4 year term):
  - ii. Trustees (2 year term):
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 1<sup>st</sup> & Main St. Marble Colorado.

INTRODUCED, READ, AND ADOPTED on February 5, 2026, by a vote of \_\_\_ in favor and \_\_\_ opposed.

TOWN OF MARBLE:

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

ATTEST:

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

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[SIGNATURE BLOCKS]

Michael Lambert and Kimberly Speer  
300 W State St.  
Marble, CO 81623  
Application for Variance

To: Board of Trustees, Town of Marble

January 16, 2026

We are applying for a variance to allow a 13' horizontal distance between the east end of the new STA bed and the southwest corner of our home (structure with crawl space) in lieu of the 20' minimum required in the OWTS regulations. This system has been designed and the variance request recommended by a licensed engineer via Carla Ostberg of CBO Septic Consulting.

The applicable Town of Marble On-Site Wastewater Treatment System Regulations (2022) 8.A and associated Table 8-1.

1. The need for the proposed variance:

The tank and field were located based on the existing grade and soil locations. It can not be moved further to the south without encroaching on the 25' minimum set back from the Marble Company Water main that is located in the alleyway. Nor can it be moved further to the east due to existing grade and unsuitable soil conditions (largely boulders and suspected fill in lieu of native soil)

2. The physical characteristics related to the variance:

The attached drawing shows the proposed STA bed and the corner of the crawl space, as well as the water line and required 25' separation of STA to Water Line and the existing grade.

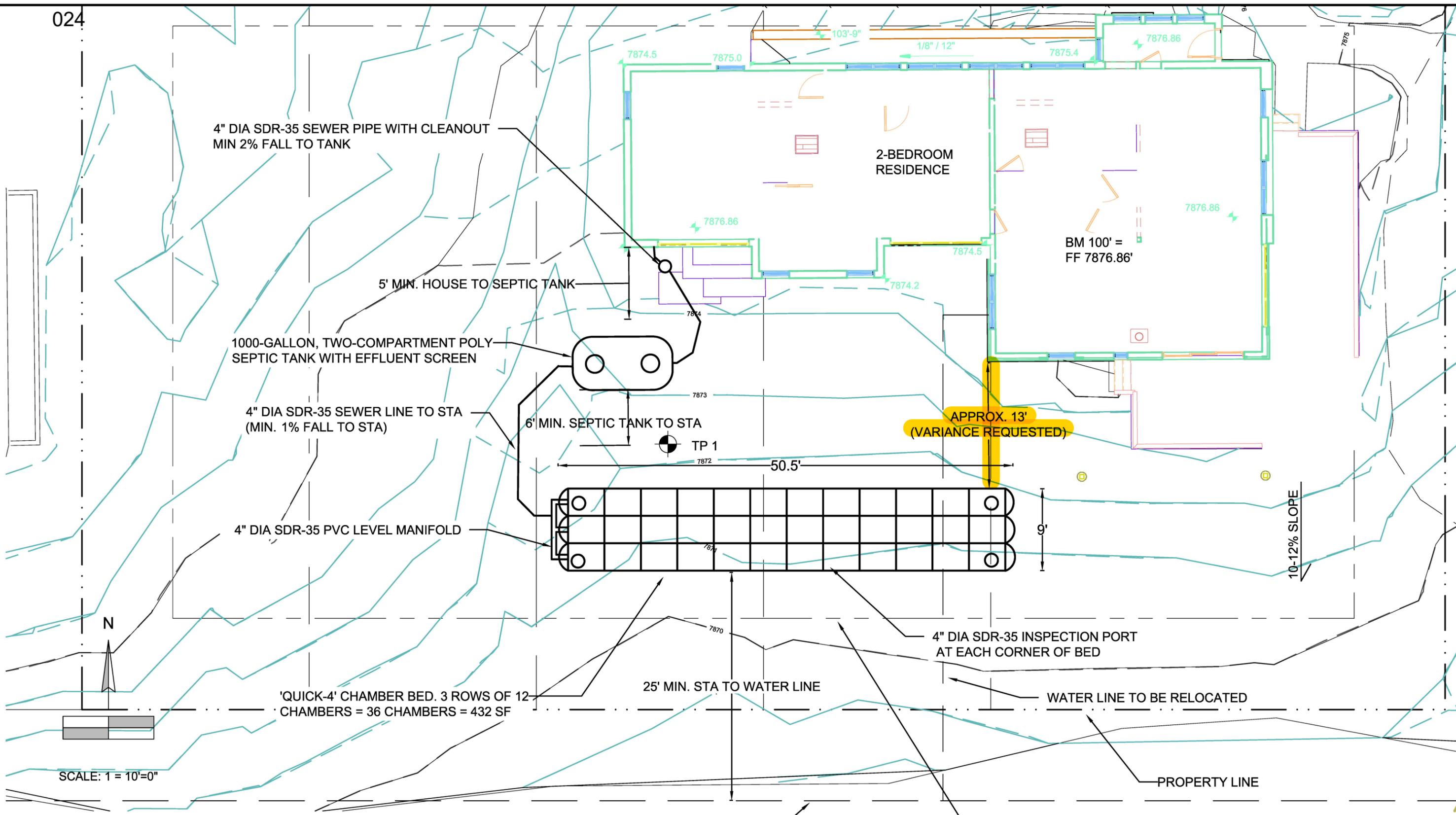
3. The length of time for which the variance is requested: Perpetual

We feel the replacement system would be a significant improvement of the existing conditions and would appreciate your consideration for our application for variance from the applicable section of the OWTS Regulations.

Thank you,

*M. Lambert and K. Speer*

Michael Lambert and Kimberly Speer



4" DIA SDR-35 SEWER PIPE WITH CLEANOUT  
MIN 2% FALL TO TANK

2-BEDROOM  
RESIDENCE

BM 100' =  
FF 7876.86'

5' MIN. HOUSE TO SEPTIC TANK

1000-GALLON, TWO-COMPARTMENT POLY  
SEPTIC TANK WITH EFFLUENT SCREEN

4" DIA SDR-35 SEWER LINE TO STA  
(MIN. 1% FALL TO STA)

6' MIN. SEPTIC TANK TO STA

APPROX. 13'  
(VARIANCE REQUESTED)

4" DIA SDR-35 PVC LEVEL MANIFOLD

TP 1

50.5'

10-12% SLOPE

N

'QUICK-4' CHAMBER BED. 3 ROWS OF 12  
CHAMBERS = 36 CHAMBERS = 432 SF

25' MIN. STA TO WATER LINE

4" DIA SDR-35 INSPECTION PORT  
AT EACH CORNER OF BED

WATER LINE TO BE RELOCATED

SCALE: 1" = 10'-0"

PROPERTY LINE

1 PROPOSED OWTS  
1" = 20'-0"

WATER LINE

10' SETBACK



CBO Inc.  
129 Cains Lane  
Carbondale, Colorado 81623  
Phone 970.309.5259  
carla.ostberg@gmail.com

**Speer / Lambert Residence**  
310 W State Street  
Town of Marble, Colorado  
Project Number: C1969

Date: 06/25/2025  
Designed by: CBO  
Drawn by: DD

W2.0  
Sheet 2 OF 4  
024