

Town of Marble  
Regular Meeting of the Board of Trustees  
July 3rd, 2025 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 July meeting of the Board of Trustees of the Town of Marble
- B. Mayor's Comments
- C. Treasurer Report
  - a. Account balances, 7/1/25
  - b. Year to date, budget vs actual
- D. Consent Agenda
  - a. Approval of June 5th, 2025 Minutes
  - b. Approval of Current Bills, July 3, 2025
  - c. Approval of Ordinance #1-2025 regarding Stage 1 Fire Restrictions
- E. Administrator Report
  - a. Consider approval of Slow Groovin liquor license renewal.
  - b. Consider approval of Raspberry Ridge Café liquor license renewal.
- F. Land Use
  - a. Discuss renewal of Slow Groovin lease of Town of Marble property
  - b. Consider approval of Ordinance # 2025 regarding the granting of an easement on Town of Marble property to the Marble Charter School for installation of certain electrical facilities, Ron
  - c. Consider approval of Ordinance # 2025 regarding the granting of an easement on Town of Marble property to Holy Cross Electric for installation of certain electrical facilities, Ron
  - d. Consider approval of Ordinance # 2025 regarding a paid parking program at the Mill Site Park property.
- G. Park Committee Report
- H. Old Business
- I. New Business
- J. Adjourn

July 3<sup>rd</sup>, 2025

Marble Community Church, 121 W. State St. Marble, Colorado

Agenda

- A. Call to order & roll call of the annual meeting of the Town of Marble Water Board
- B. Presentation of proposed annual assessment formula, Ron
- C. Set 2025 annual assessment of \$20,000.
- D. Other business
- E. Adjourn

Minutes of the Town of Marble  
Regular Meeting of the Board of Trustees  
June 5th, 2025

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A. 6:00 P.M. Call to order & roll call of the regular June meeting of the Board of Trustees of the Town of Marble - Mayor Ryan Vinciguerra called the meeting to order at 6:05 p.m. Present: Dustin Wilkey, Amber McMahonill, Larry Good, Amy Rusby and Ryan Vinciguerra. Also present: Ron Leach, Town Administrator and Terry Langley, minutes.

B. Mayor's Comments -

C. Treasurer Report

a. Account balances, 6/1/25 – Amy reported the total of our accounts: \$426,019.52  
b. Year to date, budget vs actual – Revenue included in the report is through May 31 (5 months or 41.6% of the year) and stands at 24.73% of projected revenue. This is due to the natural ebb and flow of revenue, such as sales tax, and is not a cause for concern. Expenses are include June expenses with the exception of payroll. Actual expenses are at 31.54% after 50% of the year. Payroll is currently at \$31% of projected, 10% less than anticipated.

D. Consent Agenda – Following discussion of camping permits as noted below, Amber McMahonill made a motion to approve the consent agenda. Larry Good seconded and the motion passed unanimously.

a. Approval of May 8th, 2025 Minutes  
b. Approval of Current Bills, June 5th, 2025  
c. Approval of paid parking brochure  
d. Approval of camping permit – Larry asked if the two-week limit should be included in the permit. Ron anticipates some requests for permits for longer than two weeks due to construction projects. Ryan explained that there will be more requests due to more home building permits. Ron feels that issuing permits and/or waiving the two-week limit should come from the board. Ryan explained that each camping permit that comes through comes before the board in accordance with the town zoning code. Discussion of allowing camping under two weeks without requiring a permit, including delineating between recreational and building camping on the permit, and associated fees followed. Amy asked about sewage disposal requirements. Larry suggested amending the code regarding recreational camping under two weeks. Amber said that the town code includes time limits and allows for inspections, including on private property. Campers are allowed to park on property with an occupied dwelling with septic. Ron says it prohibits staying in a camper parked on vacant property for more than 14 days without a permit. Ryan spoke to leaving the rules and regulations in place and requiring a

permit. Any change to existing rules will require going through the process. Discussion of including a box for construction camping on the permit followed the motion. Amy suggested setting a date for the expiration of the permit with the requirement that someone come before the board of an extension. Ryan said that the start and end dates and the place for notes on the permit would cover construction contingencies. Larry asked if less than 14 days requires a permit and Ryan said that, technically, there does.

#### E. Administrator Report

a. Jewel Campbell, update on renovation project 19 West State St. – Jewel is scheduling a survey for the two parcels of two lots each with the goal of combining the lots. She will then apply for a building permit. She has submitted a camping permit for June 25-Sept. 25. Her camper has contained septic and a fresh water tank with plans to take it down valley to empty the septic. Dustin said there is a company that will come and pump the septic tank. Dustin also said that the septic system in the campground was over built. He suggested allowing campers to dump for a fee of \$35.00. Larry would like to verify that and return to it. Charlie Manus said that, currently, he tells people that it is only for people with a camping spot. He gets requests from campers at Bogan Flats and McClure pass. He has also had requests from people to fill their water tanks. Discussion regarding the location of the dump site and the necessity of driving through the campground followed. Charlie said that the septic is pumped at the end of the season and it is pumped to capacity, 2500 gallons. He spoke against allowing others to dump or get water. He feels it would be hard to regulate and the only place to get potable water is at an actual campsite. Amber asked if changes would be made to the camping permits tonight. Dustin Wilkey made a motion to approve Jewel Campbell's camping permit. Larry Good seconded and the motion passed unanimously.

b. Consider approval of Ordinance # 2025 regarding easement of town property to Marble Charter School for an electrical transformer, Sam Germaine – Sam explained that they are upgrading the electrical system at the school. This will require a new transformer box and they would like to place it on town property, near the dumpster. There is also a need for changes on the Holy Cross power pole and that would require a separate easement. Dustin asked if this was within the road easement and it is not. Larry asked about clause 9, page 2 and what is meant by language concerning easement abandonment. Sam explained that this means the easement would go back to the town. Dustin Wilkey made a motion to approve the ordinance. Amber McMahill seconded and discussion followed. Ron says that this includes work in the town right of way by Holy Cross. He suggested giving conceptual approval and he will work with CFI, Holy Cross and the school to perfect the language. Dustin amended his motion to allow the school to use town property for the transformer box and for town management to work with Holy Cross on the easement. Amber McMahill seconded and the motion passed unanimously.

c. Consider approval of Ordinance # 2025 regarding paid parking at Mill Site Park – tabled.

d. Consider approval of purchase of 2 picnic tables for marble Campground, 1,700. Dustin Wilkey made a motion to approve the purchase. Amy Rusby seconded. Ryan explained that the town had purchased 6 last year and the plan is for 2 this year and 2 more next year. The motion passed unanimously.

#### F. Committee Reports

a. Parks Committee report, Amy – Amy reported that Roaring Fork Outdoor weekend will be June 20-22. Lise Hornbeck is meeting with RFOV tomorrow to work out the details. On June 14 they will bring a chain saw crew and take care of some things in the Mill Site Park. Ron is working with Brent to get the Marble Children's Park (MCP) sprinkler system running. They also discussed fixing/replacing the horseshoe pits at MCP. They continue to work on the Mill Site master plan.

Discussion re: June 20th Master Plan community meeting

Next meeting June 30. Mark Beckler will be invited.

b. Master planning meeting – Ryan gave credit to Amber for her idea about the format. Amber explained that the plan is to provide an overview of Marble with a table for several master plan topics as well as tables regarding different organizations and opportunities in Marble. She explained that she left some topics out of the tables due to timeliness, including enforcement, increased revenue, water company, Slate Creek and emergency preparedness, but they will be part of the master plan report. She asked for volunteers for town tables (zoning, infrastructure and paid parking). The Park committee table will include committee members Brent Compton and Lise Hornbeck. Amber will ask Connie Hendrix about an arts table. Dustin will do the infrastructure, Mariah Villalobos & Amy - paid parking and Ryan - zoning. Terry will staff a welcome table. Amber will reach out to MPC members to help as well. Dustin asked for a map showing what the county and town maintain. Discussion of what to include in the infrastructure table followed. Organizations that have been invited to have a table include the Fire Department, CVEPA, the school, the Marble chamber, the Hub, the Redstone Art Foundation, West Elk rescue, and the church. The open house is scheduled for Friday, June 20, 6-8 p.m., at the Fire Station.

#### G. Land Use

a. Review of Treasure Mountain Ranch proposal to Gunnison County – Dustin spoke in favor.

#### H. Old Business

a. Larry spoke to the past questions regarding the town reaction to Covid and the need to reaffirm the consensus that Ron is the spokesperson for the town. Amy agreed that this will help keep the message consistent.

b. Dustin asked about the parking signage regarding use of the paid parking funds. Ryan feels changes could be made at the time signs are redone.

c. Ryan asked if there is a need for printed materials at each town meeting and recommended bringing devices rather than printing.

#### I. New Business

a. Consider approval of Beaver Lake Liquor License renewal application – Larry recused himself. Dustin Wilkey made a motion to approve the Beaver Lake Liquor License renewal. Amber McMahill seconded. Ryan asked about the boundary limits and if it includes the new building. Larry said it does not this year. The motion passed unanimously.

b. Dustin said that the upper loop of the LKL is closed due to a washout. signs

c. The mag chloride should be applied this week and work around Beaver Lake continues.

J. Adjourn – Dustin Wilkey made a motion to adjourn. Amber McMahill seconded and the motion passed unanimously. The meeting was adjourned at 7:30 p.m.

Respectfully submitted,  
Terry Langley

# Town of Marble

## Deposit Detail

June 2025

DATE	TRANSACTION TYPE	CUSTOMER	VENDOR	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
*General Fund -0240						
06/01/2025	Deposit			INTEREST PAID	*General Fund -0240	1.25
				INTEREST PAID	Other Revenue:Interest Income	1.25
06/09/2025	Deposit			SQ250609 SQUARE INC PPD	*General Fund -0240	168.64
				SQ250609 SQUARE INC PPD	Other Revenue:Parking Program Revenue	168.64
06/16/2025	Deposit			SQ250616 SQUARE INC PPD	*General Fund -0240	339.40
				SQ250616 SQUARE INC PPD	Other Revenue:Parking Program Revenue	339.40
06/17/2025	Deposit			DEPOSIT	*General Fund -0240	19,517.42
			On Site Services LLC	On Site Services	Licenses & Permits:Business Licenses	150.00
			CIRSA	DEPOSIT	Other Purchased Services:Liability & Worker Comp Insc	-39.55
		Gunnison County		DEPOSIT	Intergovernmental:Highway Use Tax (HUTF)	1,203.42
		Gunnison County		DEPOSIT	Intergovernmental:General Sales Tax	291.88
		Gunnison County		DEPOSIT	Intergovernmental:Colorado Trust Fund	357.89
			Holy Cross Electric	DEPOSIT	Other Revenue:Holy Cross Electric Rebates	155.82
				Vendor	Other Revenue:Marble Fest	50.00
			Colorado Stone Quarry CSQ	DEPOSIT	Other Revenue:CSQ Lease Agreement	14,736.24
			Colorado Stone Quarry CSQ		Other Revenue:CSQ Maintenance Payments	1,500.00
		US Treasury		DEPOSIT	Uncategorized Income	215.62
		Larry Good		Plumbing Permit	Licenses & Permits:Building Permits	587.00
				Thomas Williams	Licenses & Permits:Business Licenses	150.00
				Marios Marble	Licenses & Permits:Business Licenses	55.00
				Camping Permit	Licenses & Permits:Other Licenses & Permits	25.00
06/23/2025	Deposit			SQ250623 SQUARE INC PPD	*General Fund -0240	339.55
				SQ250623 SQUARE INC PPD	Other Revenue:Parking Program Revenue	339.55
06/23/2025	Deposit			SQ250623 SQUARE INC PPD	*General Fund -0240	33.94
				SQ250623 SQUARE INC PPD	Other Revenue:Parking Program Revenue	33.94
06/30/2025	Deposit			INTEREST PAID	*General Fund -0240	1.27
				INTEREST PAID	Other Revenue:Interest	1.27

# Town of Marble

## Deposit Detail

June 2025

DATE	TRANSACTION TYPE	CUSTOMER	VENDOR	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
					Income	
06/30/2025	Deposit			SQ250630 SQUARE INC PPD	*General Fund -0240	494.49
				SQ250630 SQUARE INC PPD	Other Revenue:Parking Program Revenue	494.49
Money Market -1084						
06/01/2025	Deposit			INTEREST PAID	Money Market -1084	231.91
				INTEREST PAID	Other Revenue:Interest Income	231.91
06/05/2025	Deposit	State of Colorado		DISTRIB CO DOR CIGARETTE CCD XXXXXXXX7008RLAC	Money Market -1084	11.73
		State of Colorado		DISTRIB CO DOR CIGARETTE CCD XXXXXXXX7008RLAC	Intergovernmental:Cigarette Tax	11.73
06/09/2025	Deposit	State of Colorado		DISTRIB CO DOR SALES TAX CCD XXXXXXXX7003RLAS	Money Market -1084	5,039.67
		State of Colorado		DISTRIB CO DOR SALES TAX CCD XXXXXXXX7003RLAS	Intergovernmental:General Sales Tax	5,039.67
06/10/2025	Deposit	State of Colorado		ACH ITEM COLORADO SURPLUS CCD	Money Market -1084	2,306.30
		State of Colorado		ACH ITEM COLORADO SURPLUS CCD	Property Taxes	2,306.30
06/17/2025	Deposit	State of Colorado		VENDOR PAY STATE OF CO CCD XXXXXXXX2607847 NTEMARBLE HUTF CITY MARBLE HUTF CITY VENDOR PAY STATE OF CO CCD XXXXXXXX2607847 NTE*MARBLE HUTF CITY APR24 *MARBLE HUTF CITY APR24	Money Market -1084	1,121.62
		State of Colorado		VENDOR PAY STATE OF CO CCD XXXXXXXX2607847 NTEMARBLE HUTF CITY MARBLE HUTF CITY VENDOR PAY STATE OF CO CCD XXXXXXXX2607847 NTE*MARBLE HUTF CITY APR24 *MARBLE HUTF CITY APR24	Intergovernmental:Highway Use Tax (HUTF)	1,121.62
06/30/2025	Deposit			INTEREST PAID	Money Market -1084	157.02
				INTEREST PAID	Other Revenue:Interest Income	157.02
Water Fees -0873						
06/01/2025	Deposit			INTEREST PAID	Water Fees -0873	1.34
				INTEREST PAID	Other Revenue:Interest Income	1.34
06/17/2025	Deposit			DEPOSIT	Water Fees -0873	690.00
				DEPOSIT	Water Fund Income:Water - Fees For Service	690.00
06/30/2025	Deposit			INTEREST PAID	Water Fees -0873	1.22
				INTEREST PAID	Other Revenue:Interest Income	1.22



# Transaction List

Town of Marble

June 4-July 1, 2025

ITEM SPLIT ACCOUNT	DATE	VENDOR	MEMO/DESCRIPTION	ACCOUNT FULL NAME	AMOUNT
Check					
Earth Day Expenses	06/05/2025	Colorado Site Services LLC		101001 *General Fund -0240	-2,637.60
Earth Day Expenses	06/09/2025	Colorado Site Services LLC		101001 *General Fund -0240	-220.00
	07/01/2025	PifCo	Inv# 1352	101001 *General Fund -0240	-13,340.00
	07/01/2025	Mountain Pest Control, Inc.	Acct# 112500	101001 *General Fund -0240	-221.00
Alpine Credit Card 2	07/01/2025	Alpine Bank	Acct. # ending: 6434	101001 *General Fund -0240	-2,700.00
	07/01/2025	Raspberry Ridge Cafe		101001 *General Fund -0240	-972.15
Campground Expenses	07/01/2025	R&A Enterprises	Inv# A35141	101001 *General Fund -0240	-798.00
	07/01/2025	Marble Water Company		101001 *General Fund -0240	-800.00
105125 Utilities	07/01/2025	Century Link		101001 *General Fund -0240	-226.09
Accounting	07/01/2025	Ragged Enterprises, LLC		101001 *General Fund -0240	-450.00
<b>Total for Check</b>					<b>-\$22,364.84</b>
Tax Payment					
	06/06/2025	QuickBooks Payroll	Tax Payment	101001 *General Fund -0240	-1,658.66
	06/20/2025	QuickBooks Payroll	Tax Payment	101001 *General Fund -0240	-1,675.91
<b>Total for Tax Payment</b>					<b>-\$3,334.57</b>
Credit Card Expense					
Parking Program Expenses	06/08/2025	Canva		Alpine Credit Card 2	86.00
105025 Office Expenses	06/10/2025	Amazon		Alpine Credit Card 2	8.52
105025 Office Expenses	06/10/2025	Amazon		Alpine Credit Card 2	33.85
Campground Expenses	06/11/2025	Reservation Nexus		Alpine Credit Card 2	37.50
Campground Expenses	06/11/2025	Starlink		Alpine Credit Card 2	120.00
Food	06/12/2025	Slow Groovin' BBQ		Alpine Credit Card 2	98.40
105140 Dues & Subscriptions	06/12/2025	Adobe		Alpine Credit Card 2	71.97
105025 Office Expenses	06/17/2025	GoDaddy		Alpine Credit Card 2	95.88
Vehicle Expenses	06/17/2025	Cenex - Roaring Fork Valley		Alpine Credit Card 2	90.76
Vehicle Expenses	06/17/2025	Sunburst Car Care		Alpine Credit Card 2	15.00
105620 Park Improvements	06/17/2025	EagleCrest Nursery		Alpine Credit Card 2	203.31
105140 Dues & Subscriptions	06/18/2025	Adobe		Alpine Credit Card 2	19.99
Improvements - Park Fund	06/19/2025	Nordic Gardens		Alpine Credit Card 2	112.09
105025 Office Expenses	06/19/2025	Amazon		Alpine Credit Card 2	73.73
105025 Office Expenses	06/20/2025	Walmart		Alpine Credit Card 2	52.74
105640 Unclassified	06/20/2025	Aspen Rent All		Alpine Credit Card 2	480.70
Parking Program Expenses	06/20/2025	Print Works		Alpine Credit Card 2	245.37
Vehicle Expenses	06/21/2025	City Market		Alpine Credit Card 2	82.79
Parking Program Expenses	06/23/2025	DriSigns		Alpine Credit Card 2	145.05
105640 Unclassified	06/23/2025	Aspen Rent All		Alpine Credit Card 2	52.11
105025 Office Expenses	06/23/2025	GoDaddy		Alpine Credit Card 2	95.88
105025 Office Expenses	06/24/2025	Intuit		Alpine Credit Card 2	56.00
105025 Office Expenses	06/27/2025	HughesNet		Alpine Credit Card 2	111.51
<b>Total for Credit Card Expense</b>					<b>\$2,389.15</b>
Expense					
Campground/Store Revenues	06/17/2025	MTOT Disc Bankcard	MTOT DEP BANKCARD CCD XXXXXXXX0012837	Campground Account -6981	-20.14
105125 Utilities	06/24/2025	Holy Cross Electric	ELEC PAYMT HOLY CROSS ENRGY CCD XXXXXX4505	101001 *General Fund -0240	-47.33
105125 Utilities	06/24/2025	Holy Cross Electric	ELEC PAYMT HOLY CROSS ENRGY CCD XXXXXX2805	101001 *General Fund -0240	-23.56
<b>Total for Expense</b>					<b>-\$91.03</b>
<b>TOTAL</b>					<b>-\$23,401.29</b>

Town of Marble

# Payroll summary report

From Jun 01, 2025 to Jun 30, 2025 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>438h</b>	<b>\$12,793.79</b>			<b>-\$2,355.84</b>		<b>\$10,437.95</b>	<b>\$978.73</b>		<b>\$13,772.52</b>
06/20/2025 Direct deposit	Anderson, Karleen	9.75h	\$243.75			-\$21.74		\$222.01	\$18.64		\$262.39
06/20/2025 Direct deposit	Compton, Brent	32h	\$800.00			-\$91.80		\$708.20	\$61.20		\$861.20
06/20/2025 Direct deposit	Langley, Theresa A	4h	\$97.24			-\$7.88		\$89.36	\$7.44		\$104.68
06/20/2025 Direct deposit	Leach, Ronald S	80h	\$2,332.21			-\$484.37		\$1,847.84	\$178.42		\$2,510.63
06/20/2025 Direct deposit	Manus, Charles R	75h	\$2,459.25			-\$517.71		\$1,941.54	\$188.14		\$2,647.39
06/20/2025 Direct deposit	Smith, Aaron M	9.5h	\$237.50			-\$21.24		\$216.26	\$18.17		\$255.67
06/20/2025 Direct deposit	Smith, Christine	13.5h	\$337.50			-\$33.34		\$304.16	\$25.82		\$363.32
06/06/2025 Direct deposit	Anderson, Karleen	6h	\$150.00			-\$12.16		\$137.84	\$11.48		\$161.48
06/06/2025 Direct deposit	Compton, Brent	33h	\$825.00			-\$94.82		\$730.18	\$63.11		\$888.11
06/06/2025 Direct deposit	Leach, Ronald S	80h	\$2,332.21			-\$484.36		\$1,847.85	\$178.41		\$2,510.62
06/06/2025 Direct deposit	Manus, Charles R	76.75h	\$2,516.63			-\$536.96		\$1,979.67	\$192.52		\$2,709.15
06/06/2025 Direct deposit	Smith, Christine	18.5h	\$462.50			-\$49.46		\$413.04	\$35.38		\$497.88

# Town of Marble

## Budget vs. Actuals: Budget 2025

January - December 2025

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
Income				
Intergovernmental				
Cigarette Tax	87.77	200.00	112.23	56.12 %
Colorado Trust Fund	357.89		-357.89	
General Sales Tax	34,750.79	180,667.00	145,916.21	80.77 %
Grant Revenue		5,000.00	5,000.00	100.00 %
Highway Use Tax (HUTF)	11,831.52	13,000.00	1,168.48	8.99 %
Mineral Lease Distribution		8,000.00	8,000.00	100.00 %
Severance Tax		2,000.00	2,000.00	100.00 %
<b>Total Intergovernmental</b>	<b>47,027.97</b>	<b>208,867.00</b>	<b>161,839.03</b>	<b>77.48 %</b>
Licenses & Permits				
Building Permits	587.00	4,000.00	3,413.00	85.33 %
Business Licenses	1,370.00	1,000.00	-370.00	-37.00 %
Other Licenses & Permits	1,175.00	500.00	-675.00	-135.00 %
Septic Permits		2,000.00	2,000.00	100.00 %
Short term rental Licenses	150.00	350.00	200.00	57.14 %
<b>Total Licenses &amp; Permits</b>	<b>3,282.00</b>	<b>7,850.00</b>	<b>4,568.00</b>	<b>58.19 %</b>
Other Revenue				
Campground/Store Revenues	32,726.95	55,000.00	22,273.05	40.50 %
CSQ Lease Agreement	14,736.24	34,000.00	19,263.76	56.66 %
CSQ Maintenance Payments	1,500.00	3,600.00	2,100.00	58.33 %
Donations	888.90		-888.90	
Holy Cross Electric Rebates	311.22	500.00	188.78	37.76 %
Interest Income	2,634.57	9,000.00	6,365.43	70.73 %
Marble Fest	600.00	20,000.00	19,400.00	97.00 %
Non-Specified		0.00	0.00	
Parking Program Revenue	1,550.42		-1,550.42	
SGB Lease Agreement		3,000.00	3,000.00	100.00 %
Transfer Water Fund, Admin Cost		1,000.00	1,000.00	100.00 %
<b>Total Other Revenue</b>	<b>54,948.30</b>	<b>126,100.00</b>	<b>71,151.70</b>	<b>56.42 %</b>
Property Taxes	29,297.34		-29,297.34	
Additional License Tax		695.00	695.00	100.00 %
General Property Tax		39,888.00	39,888.00	100.00 %
Property Tax Interest		100.00	100.00	100.00 %
Specific Ownership Tax		1,500.00	1,500.00	100.00 %
<b>Total Property Taxes</b>	<b>29,297.34</b>	<b>42,183.00</b>	<b>12,885.66</b>	<b>30.55 %</b>
Uncategorized Income	235.62		-235.62	
<b>Total Income</b>	<b>\$134,791.23</b>	<b>\$385,000.00</b>	<b>\$250,208.77</b>	<b>64.99 %</b>
<b>GROSS PROFIT</b>	<b>\$134,791.23</b>	<b>\$385,000.00</b>	<b>\$250,208.77</b>	<b>64.99 %</b>
Expenses				
General Government				
Campground Expenses	14,307.24	25,000.00	10,692.76	42.77 %

# Town of Marble

## Park Fund: Budget vs. Actuals

January - December 2025

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
Income				
Conservation Trust Income - CTF	401.32	1,500.00	1,098.68	73.25 %
Transfer In - Park Fund		10,000.00	10,000.00	100.00 %
<b>Total Income</b>	<b>\$401.32</b>	<b>\$11,500.00</b>	<b>\$11,098.68</b>	<b>96.51 %</b>
GROSS PROFIT	<b>\$401.32</b>	<b>\$11,500.00</b>	<b>\$11,098.68</b>	<b>96.51 %</b>
Expenses				
Park Fund Expenses	345.00		-345.00	
Grant Writer - Park Fund		0.00	0.00	
Historical Park Pres. Planning		0.00	0.00	
Improvements - Park Fund	112.09	0.00	-112.09	
Jail Preservation Grant Match		0.00	0.00	
Maintenance - Park Fund	4,375.30	11,500.00	7,124.70	61.95 %
<b>Total Park Fund Expenses</b>	<b>4,832.39</b>	<b>11,500.00</b>	<b>6,667.61</b>	<b>57.98 %</b>
<b>Total Expenses</b>	<b>\$4,832.39</b>	<b>\$11,500.00</b>	<b>\$6,667.61</b>	<b>57.98 %</b>
NET OPERATING INCOME	<b>\$ -4,431.07</b>	<b>\$0.00</b>	<b>\$4,431.07</b>	<b>0.00%</b>
NET INCOME	<b>\$ -4,431.07</b>	<b>\$0.00</b>	<b>\$4,431.07</b>	<b>0.00%</b>

# Town of Marble

## Budget vs. Actuals: Budget 2025

January - December 2025

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
Church Rent	720.00	720.00	0.00	0.00 %
Civic Engagement Fund		1,500.00	1,500.00	100.00 %
Donation to AVLTT Childrens Park		0.00	0.00	
Dues & Subscriptions	2,294.08	500.00	-1,794.08	-358.82 %
Elections		2,000.00	2,000.00	100.00 %
Food	459.61	3,000.00	2,540.39	84.68 %
Grant Expenditures		11,000.00	11,000.00	100.00 %
Jailhouse	154.55	0.00	-154.55	
Legal Publication	42.59	1,000.00	957.41	95.74 %
Marble Fest Expense		20,000.00	20,000.00	100.00 %
Marble Hub Donation	10,000.00	10,000.00	0.00	0.00 %
Master Plan	9,332.70	0.00	-9,332.70	
Office Expenses	5,342.10	10,000.00	4,657.90	46.58 %
Office Maint.	407.00	5,000.00	4,593.00	91.86 %
Parking Program Expenses	1,543.58	2,000.00	456.42	22.82 %
Recycle Program	2,196.25	4,000.00	1,803.75	45.09 %
Transfer to Park Fund		10,000.00	10,000.00	100.00 %
Treasurers Fees		500.00	500.00	100.00 %
Unclassified	615.81	0.00	-615.81	
Vehicle Expenses	1,580.07	3,500.00	1,919.93	54.86 %
Workshop/Travel	436.25	5,000.00	4,563.75	91.28 %
<b>Total General Government</b>	<b>49,431.83</b>	<b>114,720.00</b>	<b>65,288.17</b>	<b>56.91 %</b>
Other Purchased Services				
Earth Day Expenses	2,857.60	3,000.00	142.40	4.75 %
Grant Writing		1,000.00	1,000.00	100.00 %
Liability & Worker Comp Insc	2,851.79	8,010.00	5,158.21	64.40 %
Utilities	1,288.59	4,000.00	2,711.41	67.79 %
<b>Total Other Purchased Services</b>	<b>6,997.98</b>	<b>16,010.00</b>	<b>9,012.02</b>	<b>56.29 %</b>
Payroll Expenses				
Taxes	4,622.75		-4,622.75	
Wages	55,236.47	148,270.00	93,033.53	62.75 %
<b>Total Payroll Expenses</b>	<b>59,859.22</b>	<b>148,270.00</b>	<b>88,410.78</b>	<b>59.63 %</b>
Purchased Professional Services				
Accounting	3,262.50	7,000.00	3,737.50	53.39 %
Audit		13,000.00	13,000.00	100.00 %
Engineering Services & Insp.	1,350.00	10,000.00	8,650.00	86.50 %
Legal - General	2,614.33	15,000.00	12,385.67	82.57 %
Municipal Court		1,000.00	1,000.00	100.00 %
<b>Total Purchased Professional Services</b>	<b>7,226.83</b>	<b>46,000.00</b>	<b>38,773.17</b>	<b>84.29 %</b>
Roads				
Asphalt Road Repair	21,680.00	30,000.00	8,320.00	27.73 %
Snow & Ice Removal	14,416.80	30,000.00	15,583.20	51.94 %
Street Maintenance	8,291.99	0.00	-8,291.99	

# Town of Marble

## Budget vs. Actuals: Budget 2025

January - December 2025

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
<b>Total Roads</b>	<b>44,388.79</b>	<b>60,000.00</b>	<b>15,611.21</b>	<b>26.02 %</b>
<b>Total Expenses</b>	<b>\$167,904.65</b>	<b>\$385,000.00</b>	<b>\$217,095.35</b>	<b>56.39 %</b>
NET OPERATING INCOME	\$ -33,113.42	\$0.00	\$33,113.42	0.00%
NET INCOME	\$ -33,113.42	\$0.00	\$33,113.42	0.00%

# Town of Marble

## Water Fund: Budget vs. Actuals

January - December 2025

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
Income				
Water Fund Income				
Water - Fees For Service	23,505.00	21,000.00	-2,505.00	-11.93 %
<b>Total Water Fund Income</b>	<b>23,505.00</b>	<b>21,000.00</b>	<b>-2,505.00</b>	<b>-11.93 %</b>
<b>Total Income</b>	<b>\$23,505.00</b>	<b>\$21,000.00</b>	<b>\$ -2,505.00</b>	<b>-11.93 %</b>
GROSS PROFIT	<b>\$23,505.00</b>	<b>\$21,000.00</b>	<b>\$ -2,505.00</b>	<b>-11.93 %</b>
Expenses				
Water Fund Expenses				
Fire Protection/Water Tank		20,000.00	20,000.00	100.00 %
Water - Administration Costs	0.38	1,000.00	999.62	99.96 %
<b>Total Water Fund Expenses</b>	<b>0.38</b>	<b>21,000.00</b>	<b>20,999.62</b>	<b>100.00 %</b>
<b>Total Expenses</b>	<b>\$0.38</b>	<b>\$21,000.00</b>	<b>\$20,999.62</b>	<b>100.00 %</b>
NET OPERATING INCOME	<b>\$23,504.62</b>	<b>\$0.00</b>	<b>\$ -23,504.62</b>	<b>0.00%</b>
NET INCOME	<b>\$23,504.62</b>	<b>\$0.00</b>	<b>\$ -23,504.62</b>	<b>0.00%</b>

Town of Marble  
Ordinance Number 1  
Series of 2025

AN EMERGENCY ORDINANCE REGARDING FIRE RESTRICTIONS

WHEREAS:

- A. The Town of Marble (the “Town”) is a statutory town organized pursuant to Colorado Law; C.R.S. §31-1-101 *et seq.*;
- B. C.R.S. § 31-15-401(1)(q)(I) authorizes the Town to “control and limit fires, including but not limited to the prohibition, banning, restriction, or other regulation of fires and the designation of places where fires are permitted, restricted, or prohibited;”
- C. C.R.S. § 12-28-107 authorizes the Town to regulate the use of fireworks;
- D. The Town is located in Gunnison County;
- E. Gunnison County has adopted Resolution No. 2025-4, which delegates authority to the Gunnison County Sheriff to declare, modify, and rescind Stage 1 and Stage 2 fire restrictions within Gunnison County;
- F. The Board has determined that it is desirable for the Town to be able to move in and out of Stage 1 and Stage 2 fire restrictions without time delay associated with arranging a meeting of the Board of Trustees; and
- G. The Board has determined that it is desirable for the fire restrictions inside the Town to be consistent with the fire restrictions in the surrounding unincorporated areas of Gunnison County.

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

- 1. The Town incorporates and adopts as the law of the Town of Marble, any fire restriction that may be imposed from time to time by the Gunnison County Sheriff pursuant to Gunnison County Resolution No. 2025-4 that affects private property in the unincorporated area of Gunnison County adjacent to the Town. Any such restriction shall be enforceable by the Town of Marble as if fully set forth in this Ordinance. The Town Administrator shall take reasonable measure, including posting on the Town website, to ensure that the public is informed as to the level of fire restriction in effect at any time.
- 2. Violation of the restrictions adopted by this ordinance shall be punishable by a fine of not more than one thousand dollars, or by imprisonment for not more than one year, or by both such fine and imprisonment.
- 3. Emergency Certification. It is hereby found and declared by the Town of Marble that wildfires are likely to result in infliction of serious personal injury or death, and are likely to



result in substantial injury or destruction of property within its jurisdiction, and it is necessary that this ordinance become effective immediately. Therefore, an emergency is hereby declared to exist, and this ordinance, being necessary for the immediate preservation of the public peace, health and safety, shall be in full force and effect from and after its passage and approval.

4. This Ordinance shall expire on December 31, 2025, unless sooner expressly repealed or amended by a subsequent Ordinance passed by the Board.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED IN FULL on July 3, 2025, by a vote of \_\_\_\_ in favor and \_\_\_\_ opposed.

TOWN OF MARBLE:

ATTEST:

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Ryan Vinciguerra, Mayor

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Ron Leach, Clerk

## LEASE

THIS LEASE is entered into this 1st day of May, 2019, by and between the Town of Marble ("Landlord"), and Slow Groovin BBQ LLC, a Colorado limited liability company ("Tenant").

WITNESSETH:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms and conditions as hereinafter set forth, the following real property:

Those portions of Main Street and West First Street, Town of Marble, Gunnison County, Colorado, illustrated on Exhibit 1 (Survey Map), (hereinafter referred to as "Premises").

2. Term of Lease. The original term of this Lease shall start on May 1, 2019, and shall run for a period of five years (the "Lease Term"), unless sooner terminated or extended as hereinafter provided.

3. Application Fee. Upon execution of this Lease, Tenant shall pay Landlord a non-refundable application fee in the amount of \$500, at the address provided below, or at such other place designated by Landlord.

4. Rent. Tenant agrees to pay Landlord at the address provided below, or at such other place designated by Landlord, without prior demand therefor and without any deduction or offset whatsoever, the amount of \$13,272.84 for the Lease Term, which amount shall be due and payable in annual installments on first day of the Lease Term and each annual anniversary thereof, in the amount shown on the following table:

Year	Rent
1	\$2,500.00
2	\$2,575.00
3	\$2,652.25
4	\$2,731.82
5	\$2,813.77
Total	\$13,272.84

5. Late Fees and Interest. If any amount due under this Lease is not paid within 5 business days of the due date, tenant shall pay a late charge of \$100 together with interest at a rate of 18% per annum.

6. Use of Premises.

- a. Tenant shall have the right to use and occupy the Premises for commercial purposes associated with the operation of Slow Groovin' BBQ on Lots 9-12, Block 23, Town of Marble (the "Restaurant"), as follows:

- i. The area east of the centerline of West First Street shall be used exclusively as a parking lot for customers of the Restaurant. Each year, Tenant shall paint a crosswalk across West First Street from the parking lot to the stairs leading to the Restaurant.

- ii. The area west of the centerline of West First and labeled as "seating" on Exhibit 1 may only be used as follows: Tenant may locate removable tables and chairs within this area, allow customers to wait for restaurant seating, locate a smoker, use the area to service to-go customers, and ancillary uses, but shall not use the area for additional restaurant/sit-down service. Tenant shall install a fence along the eastern edge of this easement area, at Tenant's expense. The design of the fence shall be subject to Town approval, and such approval shall not be unreasonably withheld.
  - iii. The area west of the centerline of West First and labeled as "parking" on Exhibit 1 shall be used exclusively as parking for owners, employees, and customers of the restaurant.
  - iv. This Lease allows for the use and occupation of the leased Premises by existing building encroachments, including the kitchen vents, provided that such encroachments shall not be expanded or increased without the express written consent of the Town.
  - b. Tenant shall not serve alcohol on the Premises unless and until Tenant has provide sufficient proof to Landlord that Tenant's liquor licenses allow such service.
  - c. Tenant covenants through the term of this Lease, at Tenant's sole cost and expense, to promptly comply with (1) all laws and ordinances and the orders, rules, regulations, and requirements of all federal, state, and local governments.
  - d. Except as expressly set forth herein (e.g. obligation to paint a cross-walk), Tenant shall have no right under this Lease to occupy or alter Town property outside of the Premises.
7. Insurance. During the term of this Lease, Tenant, at its sole cost and expense and for the mutual benefit of Landlord and Tenant, shall carry and maintain insurance, as follows:
- a. Tenant shall at all times keep in force a comprehensive general combined liability insurance policy providing single-limit coverage of not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Through that policy or a separate policy, Tenant shall maintain liquor liability insurance with the same or greater coverage limits. Landlord shall be named and protected under the terms and conditions of said policy(ies) as an additional insured.
  - b. Tenant shall be responsible for insuring any and all personal property that may be owned by Tenant.
  - c. 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.
  - d. Tenant's insurance shall be primary to any other insurance, including any insurance obtained by Landlord.
  - e. Tenant shall provide Landlord with proof of insurance, and shall cause to be delivered to Landlord 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 Landlord. Tenant shall, at least thirty days prior to the expiration of such policies, furnish Landlord with evidence of renewals or "insurance binders" evidencing renewal thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant to Landlord upon demand. If the Tenant shall fail to procure and maintain the insurance required under this Lease, the Landlord may, but shall not be required to, procure and maintain the same, but at Tenant's expense.

f. Without affecting any other rights or remedies, Landlord 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.

8. Responsibility for Maintenance. Landlord shall have no obligation of any kind to make any expenditures of any nature upon the Premises. Tenant shall, throughout the term of this Lease or any extension hereof, at Tenant's sole cost and expense, put, keep, and maintain the Premises in as good of condition, repair, and order, as when received, ordinary wear and tear excepted.

9. Condition of Premises; Covenants of Landlord.

a. Tenant has inspected the Premises, and accepts the same "as is" in their present condition with no warranties or representations of any kind whatsoever.

b. Landlord is the sole owner, in fee simple, of the Premises and has full right and power to lease the same for the term aforesaid.

c. EXCEPT AS EXPRESSLY PROVIDED IN THIS LEASE, LANDLORD HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PREMISES, AND LANDLORD 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.

d. Tenant acknowledges that Main Street and West 1<sup>st</sup> St. are maintained as public streets, and snowplowing and other road maintenance and repair work may be performed on such streets from time to time. Tenant waives any claim for loss or damages to personal property within the Premises, against the Landlord or any other individual or entity, arising from such snowplowing and other road maintenance and repair work conducted outside of the Premises, including snowplowing that results in snow being pushed onto the Premises.

10. Indemnity. Tenant agrees to exonerate, hold harmless, protect, and indemnify Landlord, 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.

11. No Waiver of Immunity. The Town 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.

12. Alterations to Premises.

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

b. Prior to commencing any work on the Premises that requires Landlord's approval, Tenant will supply Landlord 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 Landlord 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, Landlord, at Landlord's option and subject to Landlord's right of reimbursement, may pay the same or any part thereof, and Landlord shall be the sole judge of the validity of such lien or claim.

13. 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 failure to pay any installment of Rent, or other charge or money obligation hereunder when due.

ii. Tenant's insolvency or transfer in fraud of creditors.

iii. Tenant's filing of a petition under the Bankruptcy Acts.

iv. 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.

v. Tenant's abandonment or vacation of the Premises.

vi. 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 Landlord in the event of contest.

vii. Tenant's failure to comply with any material term, provision or covenant of this Lease other than those failures specifically addressed above.

viii. Tenant's failure to obtain a business license for the Restaurant or comply with any material term of the business license for the Restaurant.

If Tenant is in default of any provision of this Lease, other than the covenant to pay rent or materially fails to comply with any duties imposed on Tenant by statute, Landlord may pursue the recourse set forth below if the default persists 5 days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate this Lease by reason thereof, provided however, that upon any subsequent breach of the same provision, Landlord shall have the right to pursue any of the below remedies immediately.

If Tenant fails to pay rent when due and the default continues for five business days thereafter, Landlord may, at Landlord's option, pursue the recourse set forth below.

b. Recourse of Landlord. In the event of an occurrence of default as set forth above, Landlord may pursue any and all rights and remedies available to Landlord 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. Security Interest. The parties understand and agree that in order to secure payment of all sums becoming due at any time to Landlord hereunder and to secure the proper performance and fulfillment by Tenant of the Tenant's agreements herein, Tenant hereby grants to Landlord a security interest in and lien upon all of the trade or business property and equipment, including inventory, which may be placed in or upon the Premises by the Tenant. Tenant hereby gives Landlord a security interest in the subject business property and equipment and agrees that Landlord may file a financing statement evidencing said security interest with Gunnison County and/or the State of Colorado. Upon Tenant's request, Landlord shall subordinate its security interest and lien in Tenant's trade or business property and equipment, including inventory, to Tenant's lender, on condition that Tenant is not in default hereunder. In the event of default by Tenant under this Lease, the Landlord shall have the right to all of Tenant's business property and equipment which may be placed in or upon the Premises by the Tenant as if Landlord were a creditor under the Colorado Uniform Commercial Code. In addition, in the event of default by Tenant, the Tenant hereby authorizes Landlord to enter upon the Premises and to remove and to sell the trade or business property and equipment which are the subject of this lien. This action shall not be deemed a breach of the peace. Tenant agrees to pay the reasonable

attorneys' fees incurred by Landlord in the event the Landlord forecloses upon the security interest and lien granted by Tenant herein.

iv. 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 Landlord. In the event of any default by Landlord under this Lease, the Tenant shall have the right to terminate this Lease in the following manner:

i. The Tenant shall give to the Landlord written notice of such default by certified mail.

ii. The Landlord 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, the Landlord shall not be deemed in default if Landlord 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.

14. 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, at a prorated rental rate which was existing at the end of the term hereof and, further, such possession shall be subject to all of the other terms and conditions contained in this Lease.

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

Town of Marble Attn: Town Clerk 322 W. Park St. Marble, CO 81623 leach@townofmarble.com	Slow Groovin BBQ LLC 101 W. 1st St. Marble, CO 81623 ryanvinciguerra@gmail.com
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16. Assignment; Sublet. Tenant shall not assign or sublet the Premises or any portion thereof without the prior written consent of Landlord. Any assignment or sublease in violation of this paragraph shall be null and void.



17. 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 Landlord and Tenant.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

LANDLORD: ~~Town of Marble~~



By: Tim Hunter, Mayor Pro Tem

TENANT: Slow Groovin BBQ LLC



By: Ryan Vinciguerra

Attest: 

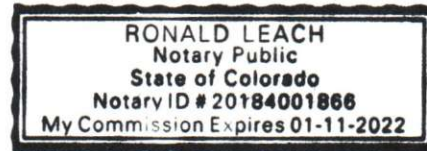
Ron Leach, Town Clerk



GUARANTY: The undersigned hereby guarantees the payment of Rent and any damages incurred by Landlord in enforcing the payment of Rent by Tenant and/or Guarantor.



Ryan Vinciguerra, individually



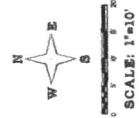
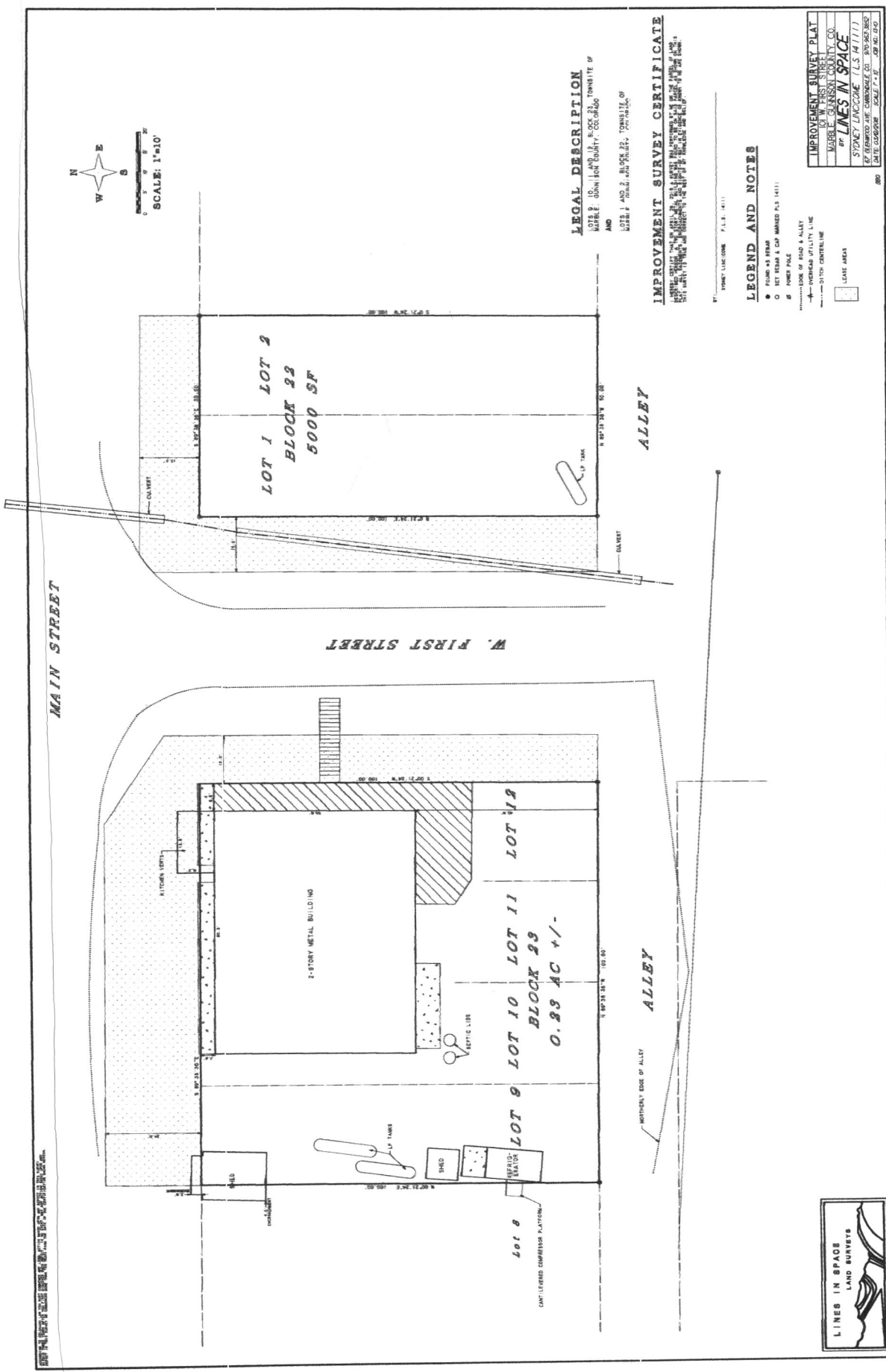
STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing Guaranty was acknowledged before me this 19 day of APRIL, 2019, by Ryan Vinciguerra. Witness my hand and official seal. My commission expires: 1/11/2022.

  
\_\_\_\_\_  
Notary Public



**LEGAL DESCRIPTION**  
LOTS 8, 10, 11 AND 12, BLOCK 23, TOWNSHIP OF  
MARBLE, GUNNISON COUNTY, COLORADO  
AND  
LOTS 1 AND 2, BLOCK 25, TOWNSHIP OF  
MARBLE, GUNNISON COUNTY, COLORADO

**IMPROVEMENT SURVEY CERTIFICATE**  
THIS SURVEY WAS MADE FOR THE PURPOSE OF  
SHOWING THE LOCATION OF THE IMPROVEMENTS  
AND THE LINES IN SPACE OF THE LOTS AND  
BLOCKS OF THE TOWNSHIP OF MARBLE,  
GUNNISON COUNTY, COLORADO.

**LEGEND AND NOTES**

- FOUND IN FIELD
- SET BEARS & CAP MARKED P.L.S. 1431
- POWER POLE
- SIDE OF ROAD & ALLEY
- OVERHEAD UTILITY LINE
- DITCH CENTERLINE
- LEASE AREA

**IMPROVEMENT SURVEY PLAY**  
BY W. H. HARRIS  
MARBLE, GUNNISON COUNTY, CO.  
AT LINES IN SPACE  
STONEY LACROIX (L.S. 141111)  
RECORD IN GUNNISON COUNTY RECORDS  
BOOK 14, PAGE 282



## UTILITY EASEMENT

1. Grant of Easement. The **Town of Marble**, whose address is 322 West Park St., Marble CO 81623, ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to **Marble Charter School, Inc.**, a Colorado nonprofit corporation whose address is 412 W. Main St., Marble, Colorado ("Grantee"), subject to the terms and conditions set forth below, a perpetual non-exclusive easement (the "Easement"), over, across, and underneath the "10' Wide Secondary Electric Line Easement" illustrated on Exhibit A (the "Easement Area").
2. Appurtenant. The Easement is an easement appurtenant to the Grantee's property described as Lots 1-9, Block 26, Town of Marble. The Grantee's rights and obligations under this easement shall run with the ownership of such property.
3. Use; Limit on Above-Ground Use.
  - a. The Easement shall be used exclusively for the construction, repair, replacement, maintenance, removal, and operation of underground electrical distribution lines, and related underground vaults, conduit, fixtures and equipment used or useable in connection therewith. No new above-ground utility lines are authorized by this Easement. Necessary related ground mounted equipment, including but not limited to electric panel shown on Exhibit A, may be installed provided that the design and location of such equipment has been approved by Grantor. Such approval shall not be unreasonably withheld. All lines and equipment installed pursuant to this Easement shall be referred to herein as "Facilities."
4. Installation; Maintenance; Repairs.
  - a. Except during installation and performance of necessary repair or maintenance work on the Facilities, Grantee shall not disturb the surface of the Easement Area nor otherwise interfere with the use of Town property by the public.
  - b. All costs of installation, maintenance, and repairs shall be the responsibility of Grantee.
  - c. Grantee shall provide the Town with 48 hours of advance notice prior to causing any disturbance to the surface of any Town property.
  - d. Any work that necessitates a disturbance to the surface of Town property shall be performed as expeditiously as possible and the property shall be returned to its pre-existing condition as expeditiously as possible.
  - e. Grantee shall post warning signs on both sides of any disturbed surface to notify the public that the area is under construction.
  - f. Installation of the Facilities shall be performed in accordance with all applicable state and local laws and codes, and where so required, the work shall be performed by a licensed electrician. Grantee shall obtain all necessary permits for the installation.
5. Obstructions.
  - a. Grantee shall have the right, upon prior consultation and coordination with Grantor, to cut, remove, clear away, trim and control, by any reasonable means, including

machinery or otherwise, any and all trees, brush and shrubbery within the Easement Area, which now or hereafter, may interfere with the safe construction, operation and maintenance of the Facilities.

b. Grantor shall not allow any buildings or other structures, landscaping, or personal property to be placed on the Easement Area in such a manner as to interfere with the safe operation or maintenance of the Facilities. In particular, Grantor not cause or allow obstructions that hinder access to manholes, or the opening of equipment doors. Upon receipt of written notice from Grantee identifying material, structures or property deemed by Grantee to interfere with the safe operation or maintenance of the Facilities, Grantor shall remove the material or structures.

6. Reclamation.

a. Grantee must restore the disturbed area, at its sole cost and expense, to the same condition as such area existed prior to Grantee's construction activities.

b. Grantee shall backfill all disturbances caused by the underground excavation and Grantee shall restore the surface of the Town property to its original contour as nearly practicable and will reasonably replace or rebuild any and all damaged property, the damage to which is caused by the installation, operation or maintenance of the Facilities. The restoration shall be accomplished as soon as practicable after work is performed.

c. Grantee shall remove all surplus excavation and spoils from the Town property.

7. As-Built Drawings. Grantee shall provide to the Grantor, upon installation of the Facilities, an updated version of Exhibit A showing the "as-built" location of the Facilities.

8. Duty to Prevent Damage or Interference. The Facilities shall be installed and the Facilities and Easement Area shall be used in such a manner as not to cause any damage or destruction of any nature whatsoever to existing improvements located on Town property. Grantee shall promptly correct or repair any and all damage caused by Grantee and Grantee's agents or employees while performing construction or maintenance work on the Facilities, at Grantee's sole cost and expense. The Facilities shall be installed and the Facilities and Easement Area shall be used in such a manner as not to cause any interference with or interruption of the use of any adjoining lands owned by the third parties and any utilities installed over, across, or underneath Town property.

9. Grantee's Property. Grantor agrees that all structures, wires and other facilities installed in the Easement Area at Grantee's expense, shall remain the property of Grantee, removable at the sole discretion of Grantee. Provided, however, upon such removal without immediate replacement, the Grantor may be the Easement to be abandoned.

10. Grantor's Property. Grantor shall remain the fee title owner of the Easement Area and shall be entitled to the full use and enjoyment of the Easement Area, subject only to the rights conveyed to Grantee in this Easement.

11. Limitation of Liability of Grantor. Notwithstanding anything contained in this agreement or in applicable law, neither Grantor, nor its officers, employees, agents, staff, officials or contractors shall have any liability or responsibility whatsoever in connection with the Facilities, such responsibility being hereby expressly and completely assumed by Grantee.

12. Indemnification by Grantee. Grantee shall indemnify and hold the Town harmless from any and all claims for damage to real and personal property and injuries to or death suffered by persons by reason of the construction, repair, maintenance, or operation of the Facilities.
13. Amendment and Validity. No addendum, amendment, change or modification of this Agreement shall be binding between the Parties unless in writing and executed by the Parties hereto.
14. Applicable Law. This Agreement shall be interpreted, construed and governed by the laws of the State of Colorado. Jurisdiction and venue for any action arising out of or relating to this Agreement or the interpretation, enforcement, or determination of the rights and duties of the Parties under this Agreement shall be the District Court of Colorado, in Gunnison County, Colorado.
15. Attorney Fees. If any action is brought in a court of law by any Party as to the enforcement, interpretation or construction of this Agreement, the prevailing Party in such action shall be awarded reasonable attorney fees as well as all costs incurred in the prosecution or defense of such action.
16. Counterparts. A copy of this Agreement may be executed by each Party, separately, and when each Party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract among the Parties.
17. Recording. This Agreement may be recorded in the real property records of Gunnison County, Colorado.
18. Authorization. By executing this Agreement, each person signing on behalf of each Party acknowledges and represents to one another that all procedures necessary to validly contract and execute this Agreement have been performed, and that the persons signing for each Party have the legal capacity and have been duly authorized to do so.

Executed on the date set forth below.

GRANTOR: Town of Marble

By: \_\_\_\_\_  
Ryan Vinciguerra, Mayor

\_\_\_\_\_ Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Ryan Vinciguerra as the Mayor of the Town of Marble. Witness my hand and official seal. My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

GRANTEE: MARBLE CHARTER SCHOOL, INC.

By: \_\_\_\_\_ Date \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by  
\_\_\_\_\_ as \_\_\_\_\_ of Marble Charter School, Inc.  
Witness my hand and official seal. My commission expires: \_\_\_\_\_.

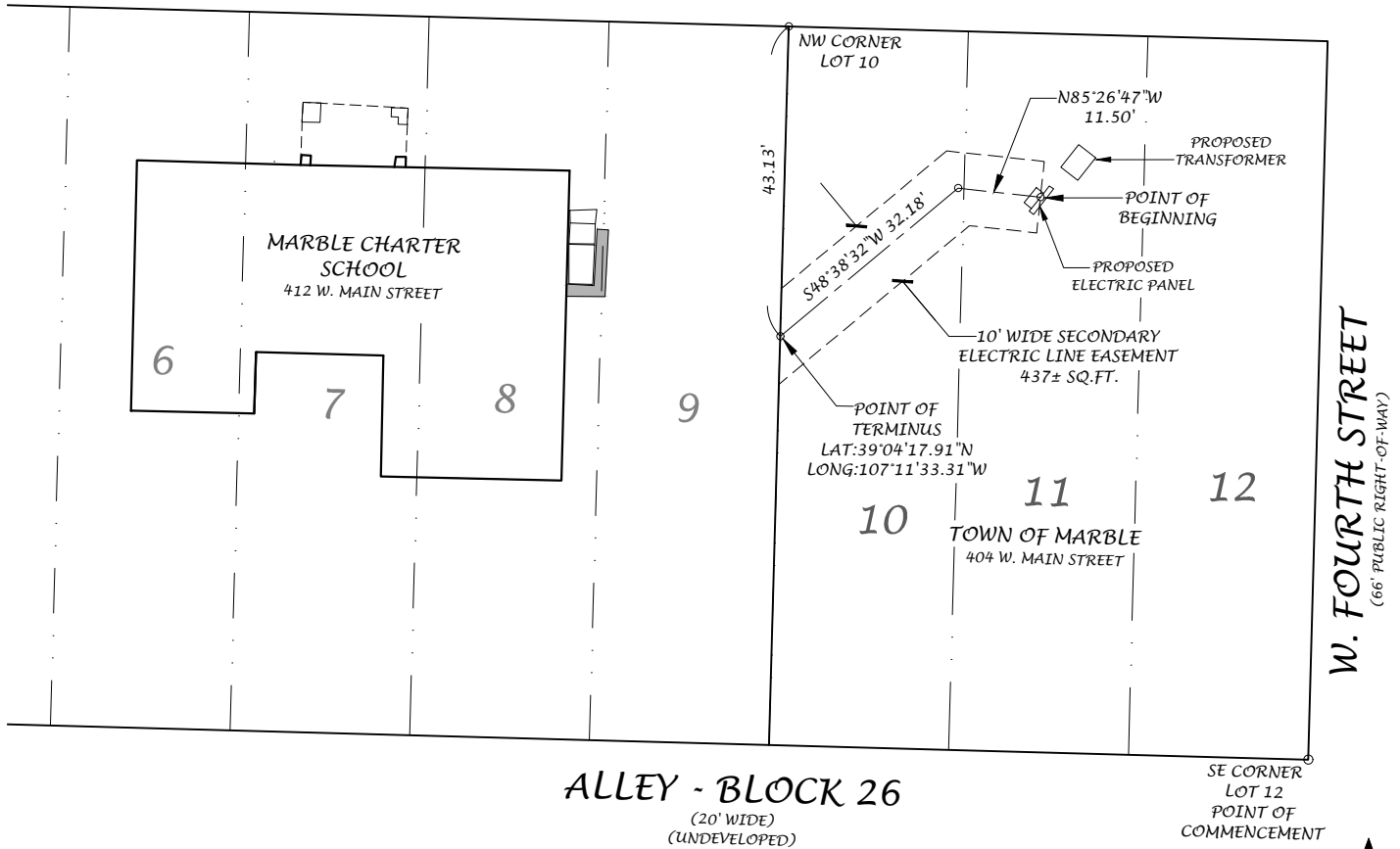
\_\_\_\_\_  
Notary Public

# SECONDARY ELECTRIC LINE EASEMENT

EXHIBIT A

LOTS 10 & 11, BLOCK 26, TOWN OF MARBLE  
SECTION 26, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH P.M.  
COUNTY OF GUNNISON, STATE OF COLORADO

W. MAIN STREET



## SECONDARY ELECTRIC LINE EASEMENT

A STRIP OF LAND SITUATED IN SECTION 26, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GUNNISON, STATE OF COLORADO; SAID STRIP OF LAND LYING WITHIN LOTS 10 & 11, BLOCK 26 IN THE TOWN OF MARBLE AND BEING FIVE FEET (5') ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 12, BLOCK 26; THENCE N26°59'42\"W A DISTANCE OF 86.67 FEET TO THE CENTER OF AN ELECTRICAL PANEL, THE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE THE FOLLOWING TWO (2) COURSES:

- 1.) N85°26'47\"W A DISTANCE OF 11.50 FEET
- 2.) S48°38'32\"W A DISTANCE OF 32.18 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10, THE POINT OF TERMINUS; (WHENCE THE SOUTHEAST CORNER OF SAID LOT 12 BEARS: S52°49'45\"E A DISTANCE OF 94.12 FEET); SAID STRIP OF LAND CONTAINS 437 SQUARE FEET MORE OR LESS.

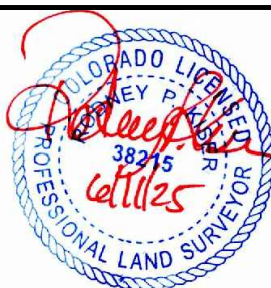
SCALE: 1" = 25'



TRUE NORTH  
COLORADO

A LAND SURVEYING AND MAPPING COMPANY

MARBLE CHARTER SCHOOL  
SECTION 26, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF 6TH P.M.  
COUNTY OF GUNNISON, STATE OF COLORADO



TRUE NORTH COLORADO LLC.  
A LAND SURVEYING AND MAPPING COMPANY  
P.O. BOX 614 - 386 MAIN STREET UNIT 3  
NEW CASTLE, COLORADO 81647  
(970) 984-0474  
www.truenorthcolorado.com

PROJECT NO: 2025-239

DATE: JUNE 11, 2025

DRAWN

RPK

SURVEYED

DJB

SHEET

1 OF 1

HOLY CROSS ENERGY  
UNDERGROUND RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

Town of Marble

(hereinafter called "Grantor"), for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Holy Cross Energy, a Colorado corporation whose post office address is P. O. Box 2150, Glenwood Springs, Colorado (hereinafter called "Grantee") and to its successors and assigns, the right of ingress and egress across lands of Grantor, situate in the County of Gunnison, State of Colorado, described as follows:

A parcel of land situate in Section 26, Township 11 South, Range 88 West of the 6<sup>th</sup> P.M., as more fully described as **LOTS 10-12, BLOCK 26, MARBLE** in the records of the Gunnison County Clerk and Recorder's Office, Gunnison, Colorado.

And, to construct, reconstruct, repair, change, enlarge, re-phase, operate, and maintain an underground electric transmission or distribution line, or both, with the underground vaults, conduit, fixtures and equipment used or useable in connection therewith, together with associated equipment required above ground, within the above mentioned lands, upon an easement described as follows:

An easement ten (10) feet in width, the centerline for said easement being an underground power line as constructed, the approximate location of which upon the above described property is shown on Exhibit A attached hereto and made a part hereof by reference.

The rights herein granted specifically allow Grantee to install additional underground and/or pad-mounted facilities within the easement described herein.

It shall be the Grantor's responsibility to ensure that splice vaults, switchgear vaults and transformer vaults installed hereunder on said real property are accessible by Grantee's boom trucks and other necessary equipment and personnel at all times. The use of such access by Grantee shall not require removal or alteration of any improvements, landscaping, or other obstructions. The ground surface grade shall not be altered within ten (10) feet of said splice, switchgear and transformer vaults, nor along the power line route between the vaults. The ground surface grade at said transformer and switchgear vaults shall be six (6) inches below the top of the pad. The ground surface grade at said splice vaults shall be even with the top of the pad. The manhole opening of said splice vaults shall be uncovered (excluding snow) and accessible at all times. Improvements, landscaping or any other objects placed in the vicinity of said transformers and switchgear shall be located so as not to hinder complete opening of the equipment doors. The ground surface within ten (10) feet of said transformer and switchgear doors shall be flat, level and free of improvements, landscaping, and other obstructions. Improvements, landscaping and other objects will be kept a minimum of four (4) feet from non-opening sides and backs of said transformers and switchgear. Grantor hereby agrees to maintain the requirements of this paragraph and further agrees to correct any violations which may occur as soon as notified by Grantee. Said corrections will be made at the sole cost and expense of Grantor.

Together with the right to remove any and all trees, brush, vegetation and obstructions within said easement and the right to pile spoils outside said easement during construction and maintenance, when such is reasonably necessary for the implementation and use of the rights hereinabove granted. In areas where vegetation is disturbed by the above described use of the easement, the ground surface shall be seeded using a standard native mix by Grantee. Grantor agrees that landscaping or other surface improvements added on said easement after the date of execution hereof will be minimized and that Grantee will not be responsible for damage to said additional landscaping or surface improvements caused by exercise of its rights granted by this easement.

Grantor agrees that all facilities installed by Grantee on the above described lands, shall remain the property of Grantee, and shall be removable at the option of Grantee.



Grantor covenants that they are the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following: All those of Record.

TO HAVE AND TO HOLD, said right-of-way and easement, together with all and singular, the rights and privileges appertaining thereto, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The individual signing this Holy Cross Energy Underground Right-of-Way Easement hereby represents that they have full power and authority to sign, execute, and deliver this instrument.

Town of Marble

By: \_\_\_\_\_  
Mayor

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ as Mayor of the Town of Marble.

WITNESS my hand and official seal.  
My commission expires:

\_\_\_\_\_  
Notary Public

Address: \_\_\_\_\_

TYPICAL PROPERTY  
BOUNDARY →

NEW HOLY CROSS ENERGY  
UNDERGROUND RIGHT-OF-  
WAY EASEMENT →



**Town of Marble**  
Lots 10-12, Block 26, Marble  
Parcel #: 2917-262-05-001

**Holy Cross Energy**  
Glenwood Springs, Colorado

NOT TO SCALE  
FACILITY  
LOCATIONS  
APPROXIMATE

Date:  
5/19/25

Section #: 26

Township#: 11S

Range#: 88W

County: GUNNISON

Job Name: MARBLE - CHARTER SCHOOL UG LINE EXT

W/O#: 25646

**EXHIBIT A**

Town of Marble  
Ordinance Number 2  
Series of 2025

AN ORDINANCE ESTABLISHING A PAID PARKING PROGRAM AT THE MILL SITE  
PARK PARKING LOT AND REGULATING THE PARKING OF VEHICLES TOWING ATV  
TRAILERS THROUGHOUT THE TOWN

WHEREAS:

- A. The Town of Marble (the “Town”) is a statutory town organized pursuant to Colorado Law; C.R.S. §31-1-101 *et seq.*;
- B. The Town’s Board of Trustees (the “Board”) has the power to regulate the use of streets, parks, and other public grounds within the Town, C.R.S. § 31-15-702(1);
- C. The Board has the power, by ordinance, to provide for the maintenance and operation of public parking lots and to assess and collect fees for the use of such lots, C.R.S. § 31-15-711(1)(f);
- D. The Board has such other implied and incidental powers and authority as are reasonably necessary, proper, convenient, or useful to the exercise of the Board’s express powers, C.R.S. § 31-15-101(2);
- E. The Board has the power to make ordinances that are necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of such municipality and the inhabitants thereof not inconsistent with the laws of the State of Colorado, C.R.S. § 31-15-103;
- F. Public lands around the Town are a popular location for ATV recreation, parking space for vehicles towing ATV trailers is limited in and around the Town, the parking of such vehicles along certain Town streets is detrimental to the health, safety, order, and comfort of the Town and its inhabitants; and
- G. The Board desires to designate the parking lot south of the fire station, east of Mill Site Park, as paid parking for vehicles towing ATV trailers during certain times of year, and to restrict the parking of vehicles towing ATV trailers in other parts of Town.

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

1. Establishment of Paid Parking Area.

- a. The existing parking lot located west of West 3<sup>rd</sup> Street, south of the fire station, and north of the CSQ lease area, as illustrated on Exhibit A, is designated as a Paid Parking Area, referred to herein as the **Mill Site Paid Parking Area**.
- b. The Mill Site Paid Parking Area is sized to accommodate up to 12 highway vehicles towing trailers carrying up to approximately 6 OHVs per vehicle.
- c. The Mill Site Paid Parking Area shall be operated as a paid parking area commencing at 7:00AM and ending at 7:00PM each Friday, Saturday, and Sunday,

beginning the Friday before Memorial Day and ending on September 30 of each year, Memorial Day, Labor Day, and the 4<sup>th</sup> of July.

d. A fee shall be charged to park in the Mill Site Paid Parking Area during paid parking operations. The initial fee shall be \$35 per parking space per day, or any portion thereof, during paid parking operations. The fee may be modified by later Board resolution.

e. The Town Administrator shall cause the Mill Site Paid Parking Area to be staffed by a parking attendant at least four hours each day that it is being operated as a paid parking area, and is authorized to hire one or more part-time employees to serve as the parking attendant.

i. The parking attendant's responsibilities shall include:

(1) Collecting the parking fee from the truck/trailer operators via credit card or cash.

(2) Directing the orderly and logical parking arraignment of the truck/trailers.

(3) Providing visitor information to the customers and tourists visiting the Town.

(4) Documenting and reporting to the Town Administrator violations of this ordinance with respect to the Mill Site Paid Parking Area.

f. The Town Administrator shall cause a lock box to be placed near the Mill Site Paid Parking Area so that people may pay the parking fee when the parking attendant is not present.

g. The Town Administrator shall cause signage to be placed at the Mill Site Paid Parking Area informing people of the dates and hours of operation of the paid parking program, the amount of the fee, and instructions for payment.

h. The Town Administrator shall also cause such information to be provided on the Town website.

i. The Town Administrator may complete such other public announcements as he deems proper, including press releases, brochures, and posting on Town social media.

## 2. Restrictions on Parking in Paid Parking Areas.

a. No person shall park a vehicle, or allow a vehicle to remain parked, in any parking space designated by the Town as a Paid Parking Area during the posted paid parking hours of operation without paying the required fee.

b. Payment of the fee shall be made immediately upon parking a vehicle in a Paid Parking Area.

c. A violation of any provision of this section may occur whether a vehicle is occupied or not.

## 3. Restriction on Parking Major Recreational Vehicles on Public Property Outside of the Mill Site Paid Parking Area.

- a. Except as expressly authorized herein, the parking of Major Recreational Vehicles on Town property, including Town street and alley rights of way, is prohibited.
- b. For the purposes of this Ordinance, Major Recreational Vehicle includes boat trailers, travel trailers, motor homes, tent-trailers, and trailers utilized for hauling ATVs, OHVs, 4-wheelers, motorcycles, or related vehicles.
- c. Major Recreational Vehicles may be parked on the edge of an improved street right of way outside of the improved and traveled street surface, for a maximum of 90 minutes within any 24-hour period. This amount of time shall be cumulative and need not be consecutive and shall apply to all rights of way within the Town whether or not the vehicle is moved from one location to another during that 24-hour period.
- d. A violation of any provision of this section may occur whether a vehicle is occupied or not.

4. Parking Magistrate.

- a. Before issuing citations for violation of this ordinance, the Town Administrator shall appoint and supervise a parking magistrate, whose responsibility is to conduct final hearings for the appeal of vehicle parking citations. The parking magistrate shall have the discretion to uphold, reduce, or dismiss a parking citation and waive or reduce any fines or costs based on the evidence and arguments submitted before the magistrate.
- b. The parking magistrate shall:
  - i. Provide an orderly process for the hearing of testimony, entry of evidence, and preparing recordings of proceedings of administrative appeals of parking violations;
  - ii. Review and evaluate all evidence and issue written decisions on all appeals in a timely fashion; and
  - iii. Perform other necessary administrative activities and functions related to parking citation appeals.

5. Citation Procedure.

- a. If any motor vehicle is found parked, standing, or stopped in violation of the parking ordinances or rules promulgated by the Town, the vehicle may be affixed with a citation. The citation may be issued by any Town employee or contracted parking enforcement officer, and shall note the vehicle's registration number or vehicle identification number and any other information concerning the vehicle which will identify it and, if the driver is not present, shall conspicuously affix the citation to the motor vehicle.
- b. Any person cited for a violation of a parking offense who believes that such citation has been issued in error shall have the right to contest the validity of the citation in accordance with the procedures set forth on the citation, which includes a final disposition by the parking magistrate.

6. Information to be included in parking citation. The form of the parking citation shall be determined by the Town, but shall contain in substance the following information:

- a. A statement that a parking violation has been committed by the owner or operator of the motor vehicle and that the determination shall be final unless contested as provided in this Article;
- b. A statement that a parking violation may result in impoundment of the motor vehicle for which the owner may be liable for a fine and towing, handling and storage charges or fees;
- c. A statement of the specific parking violation(s) for which the citation was issued;
- d. A statement of the monetary fine established for the parking violation; and
- e. A statement of the options for responding to the notice and the procedures necessary to exercise the options.
- f. The parking citation represents a determination that a parking violation has been committed, and such determination shall be final unless contested as provided herein.

7. Responsibilities of vehicle owner.

- a. The registered owner of a vehicle that receives a parking citation shall respond to such citation within 14 days of the date of the issuance of the citation by either paying the fine set forth in the citation or exercising the dispute options set forth in the citation.
- b. If the owner of a vehicle cited for a parking violation has not responded to the citation within 14 days, as provided in this Section, the owner shall be subject to the fines and fees established in accordance with this Article.
- c. The registered owner of a vehicle at the time the violation occurred shall be liable for all unpaid fines and fees.

8. Evidentiary standard. In any prosecution regarding a violation of any Town ordinance governing the parking of a vehicle on Town property, proof that the particular vehicle described in the complaint was parked in violation of any such regulation, together with proof that the defendant named in the complaint was at the time of the issuance of the citation the registered owner of such vehicle, shall constitute an evidentiary prima facie presumption that the registered owner of such vehicle was the person who parked or caused or permitted to be placed such vehicle at a location where and for the time during which such violation occurred.

9. Hearing to challenge validity of a parking violation.

- a. Any person who properly exercises the option of an appeal before the parking magistrate as set forth on the citation shall have a hearing before the parking magistrate to be held no later than 35 days from the date of the magistrate's receipt of the request for a hearing, unless an extension is otherwise authorized by the parking magistrate.
- b. No less than 14 days prior to the date set for the hearing, the Town shall cause to be issued a written notice to the registered owner of the vehicle setting forth the date, time and place of the hearing. Any person requesting a hearing who fails to appear at the time and place set for the hearing shall be deemed to have waived the opportunity for a hearing before the parking magistrate and all fines, fees and costs shall become due as indicated on the issued parking citation.

c. The parking magistrate shall review all relevant documentation on file with the Town regarding the case, including, but not limited to, the parking citation, reports, and written statements, if any. All documents may be submitted electronically. In lieu of the issuing officer's personal appearance at the hearing, the magistrate may consider the parking citation and any other written report by the parking enforcement officer who issued the citation.

d. The parking magistrate shall electronically record all parking citation hearings and maintain such recordings in accordance with the Town's record retention schedule.

e. At the hearing and after consideration of the evidence, the parking magistrate shall issue a final determination whether a violation was committed. Where it has not been established that the violation was committed, the citation shall be dismissed. Where it has been established that a violation was committed, the magistrate shall uphold the citation and order the registered owner of the vehicle to pay the applicable fines, penalty and costs within 7 days. A copy of such order shall be issued to the registered owner of the vehicle.

f. Failure to pay. Any person ordered to pay the assessed fines, fees and costs who fails to do so within 7 days following the hearing shall be deemed to have refused to pay and shall be liable for the payment of all applicable fines, penalty and costs, which amounts the Town may collect as permitted by law.

10. Establishment of fines and fees.

a. A violation of any provision of this division shall constitute a non-criminal traffic offense.

b. Every day any violation of this Ordinance is committed or permitted to continue shall constitute a separate offense punishable as set forth herein.

c. Unless modified by separate resolution or ordinance of the Board, each violation of this Ordinance shall be punishable by a fine of up to \$350.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED BY TITLE ONLY on July 3, 2025, by a vote of \_\_\_\_ in favor and \_\_\_\_ opposed.

TOWN OF MARBLE:

ATTEST:

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

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

Exhibit A  
Illustration of Mill Site Paid Parking Area

