

Town of Marble
Regular Meeting of the Board of Trustees
August 5th, 2021 6:30 P.M.
Marble Community Church, 121 W. State St. Marble, Colorado
Agenda

6:30 P.M.

Executive session pursuant to CRS 24-6-402(4)(b) to receive legal advice regarding OWTS applications on non-conforming lots.

- A. Call to order & roll call of the Regular Meeting of the Board of Trustees
- B. Approve previous minutes
- C. Mayor's comments
- D. Committee Reports
 - a. OWTS study group report, Ron
 - b. Parks committee/Marble Fest committee reports, Brent
- E. Land Use Issues
 - a. Street closure request, dark sky event, August 11th & 12th
 - b. Short term rental application, Richard Beamon
 - c. Sub-division/lot merger application, Joshua Anderson/Mark Chain
 - d. Discussion re: Pitkin County Commissioner Letter, Ron
 - e. Discussion meeting date with Marble Water Company
- F. Administrator Report
 - a. Consider approval Campground Management contract labor agreement
 - b. Consider approval Verde Park Maintenance/Weed Control agreement
 - c. Consider approval Marble/Gunnison IGA re: Forest Protection Officer
 - d. Current bills & balances August 5th, 2021
 - e. Consider ordinance #2-2021 rescinding fire restrictions
- G. Old Business
- H. New Business
- I. Adjourn

Town of Marble
Regular Meeting of the Board of Trustees
July 8th, 2021 7:00 P.M.

A. Call to order & roll call of the Regular Meeting of the Board of Trustees – Mayor Ryan Vinciguerra called the meeting to order at 7:08 p.m. Present: Ryan Vinciguerra, Josh Vogt, Emma Bielski, Tim Hunter and Larry Good. Also present: Ron Leach, Town Administrator and Terry Langley, minutes.

B. Approve previous minutes – Emma Bielski made a motion to approve the minutes of the June 1 meeting. Larry Good made a correction – it was Ralph Good who helped with the speed bumps. Josh Vogt seconded and the motion passed unanimously with the correction. Emma Bielski made a motion to approve the minutes from the June 25 special meeting. Larry Good seconded and the motion passed unanimously.

C. Mayor’s comments – Ryan commended the sheriff’s office for the increased patrols. He also expressed appreciation for the activities and work being done in the park.

D. Committee Reports

a. Parks committee report including park survey results, Brent – Amber reported on the Marble Stewardship Extravaganza work weekend that includes Roaring Fork Outdoor Volunteers, Colorado Parks and Wildlife and the Forest Service on July 24 and 25. Sites include Beaver Lake, Raspberry Ridge Trail, the Mill Site Park with a limit of 15 workers at each site. Registration is required. The Mill Site Park survey results are included in the packet. Items that got survey approval include cross country skiing, a nature walk identifying flora and fauna, a history walk, sculpture garden and disk golf. Low impact use and the natural look were considered essential. The ice rink had a mixed review. People also used the review to vent and express opinions. Tim Hunter asked if there were any cost projections for the proposed skating rink. Amber reported that there were people who were working on that and that grants are available. Josh spoke to the positive information that came from the survey and knowing what people want to see, primarily trails of all types. The survey is still open and can be found on the town website. They will make one last effort to get people to fill out the survey.

b. Disk Golf expansion report, Mike Yellico – Mike reported that there are 3 baskets left to set and they should be in Saturday. There is a need for some signage. Brush and dead tree removal is ongoing. Tim asked about chaining off the area below the restrooms and Mike reported that it is done.

c. MarbleFest report, Brent – Richard Wells reported that donations total \$8,000 in with another \$2,000 pledged. A total of \$12,500 is needed. Some things are coming in at a higher cost than anticipated, including the cost for port-a-potties and a sound guy. Some clean up remains to be done at the park. They need housing for one band Sunday night. Laura Akers said that she may have space. The bands will be announced soon. Vendors are being signed. Richard asked the town for help with the port-a-potties as they would like to have 4 for the weekend and the costs are reported to be \$1450 - almost doubled. Ryan reported that they had waited to see how fund-raising efforts went before committing civic engagement funds. Tim will check with a company he knows for a donation and/or bid for port-a-potties and so will Ryan. MarbleFest is seeking volunteers. Larry Good made a motion that Ryan and Tim reach out to the companies they know for donation of or reduced cost of port-a-potties

with hand washing stations and that the town use the Civic Engagement fund to help with those costs. Josh Vogt seconded and the motion passed unanimously.

d. Jail House – Emma reported that the grant application was 72 pages long and was submitted for a draft review. If the grant is approved, there will need to be detailed discussion on phases and plans. Diversity is a focus for awarding the grant and she has included what she can – plans for historical information on the diversity of the town at the time the jail was constructed as well as Ute history. They are close to the cash match and may get a waiver for that due to the size of the town budget.

E. Land Use Issues

a. Discussion of Beaver Lake Retreat 2021 business license renewal, Ryan – Vince was not in attendance but has sent an email to Ryan in an attempt to address some of the concerns of the board. Ryan asked that the address issue be dealt with outside of public meeting. Ryan reported that Vince has made updates to the website. There is no request to approve the business license tonight. Larry asked if the town had received recent complaints about the dog situation and open fires and Ron reported that they have. Ryan asked that concerns be held until Vince is present. Larry asked that he be required to attend. Emma suggested giving community members a place to lodge complaints and that they be documented and shown to Vince. Ron explained that a file can be created and can include emailed complaints. There is no formal complaint form. Larry stated that many of the issues have not been addressed.

b. Discussion of paddle board companies to require fishing licenses, Mike – Ron said that there are now two paddle board companies in town. One has talked to CPW about requesting fishing licenses. Ron recommended that the requirement be included on the business license next year. Emma reported that there is a visitor's permit that can be picked up at the Co-op. Tim said that the co-op is issuing about 55 licenses a day and that includes approximately 35 a day for people coming to fish Beaver Lake.

c. OWTS study group report, Ron – Ron reported that the committee has identified the number of properties in town that are below the minimum lot size and have a structure but no functioning OWTS (10). The Board of Health needs to decide how they want to proceed – a flow chart/standard procedure or continue looking at each on a case-by-case basis which is the least desirable way to handle these and to decide if there are any restrictions or conditions they want to see on a permit variance. Emma asked if the town was exploring any new and innovative systems. Josh said allowable systems are included in Regulation 43 from the state and are included in our code. He said that, even with advanced systems and regulations that an aggregate total of systems that meet requirements can still result in pollution or adverse effects on the environment. Josh suggests an executive session with Kendall to discuss the flow chart and proposed conditions. Larry suggested a work session. Ron suggested sharing the group's notes and then meeting with Kendall. Ryan suggested an executive session on Aug. 5, 6 p.m., just prior to the regular town meeting. Richard said that water usage should be part of the discussion.

F. Lead King Loop working group, Ron

a. The Signs of Marble – Ron, Ryan and Josh made a tour of the town focused on road/traffic signs. Charley Speer took pictures. Signs include: city limits, speed limits, town information, speed bump (8 speed bumps with signs), vendor information, stop, directional, no atvs, no parking, and

parking. These all have different colors, sizes and wording, for instance there are 8 speed limit signs of 5 different sizes. They need to be standardized as to size and height to comply with state/county regulations. Speed limits also need to be added at each speed bump. There needs to be a Marble town limit at the other end of town as well as Leaving Marble signs at both ends. There was agreement that the current town limit sign is the style they would like. Larry suggested adding population. Ron suggests a parking sign with arrow at the corner of Park and 3rd. There also needs to be something indicating that traffic at intersections does not stop when it is not a 4-way stop and stop signs need to be standardized. Linda Adams suggested a better/larger public restroom sign. No parking and No trailer parking signs need to be added in some areas.

b. Ron reported that the Forest Service has taken a bigger leadership role in the LKL working group. They will hire a facilitator for the LKL meeting at a cost of \$18,000. The commissioner wants to see significant progress and will contribute to the facilitator.

c. Enforcement, parking, education status - Ron reported that the sheriff's presence has increased. Parking has not been a problem during the week. Friday, Saturday and Sunday sees the parking full and people are parking in the quarry parking. The quarry does not mind them using their lot. Ron asked the board for guidance that. Amber McMahill spoke to letting the non-deed restricted parking being the truck/trailer parking. Emma spoke to unintended consequences of designating that parking. Larry asked about the old round about. Tim said that the only thing left is a wall. Tim thought some of the quarry parking should be no parking. Ron said that the volunteers should not have to say yes and no to where people park. He said they are asking for visitors to watch their speed, show respect for the town, offer directions, etc. He is looking for additional volunteers. They are working on where to put an informational kiosk. He said the work on the bridge on the quarry road will impact parking. Discussion around the draft information piece followed. Larry suggested that it include the speed limit on LKL and having visitors sign that they have read it. Emma suggested a different color on the road differentiating the road TO the LKL and the actual Loop. Tim asked if the kiosk would be portable. Discussion of including the LKL speed limit followed.

G. Administrator Report

a. Current bills & balances July 8, 2021 – Larry Good made a motion to pay the bills as listed. Josh Vogt seconded. Tim asked for clarification about the bill to Piffco and Ron said it was for mag chloride, grading and repairs. He explained that the check to Gunnison County for \$3,000 was for the town's share of the Forest Protection officer. The motion passed unanimously. Ron called the board's attention to the bank balance of June 30, 2021 and the increase from June of 2020.

b. 2021 Budget preparation – Ron said they would begin budget talks at the August meeting.

c. 2020 Audit – Ron reported that the audit looked good.

H. Old Business – Tim said that, regarding opening the dry hydrants, the backhoe he used to get is no longer available. He will ask for a bid from Matt Piffer and feels that the hydrant on the east is the most critical.

I. New Business

a. Glenn Smith suggested considering water restrictions, given the climate. Tim said they would probably come through senior water rights.

b. Emma thanked Ron for all the hard work he has been doing on behalf of the town.

J. Adjourn – Tim Hunter made a motion to adjourn. Larry Good seconded and the meeting was adjourned at 9:49 p.m.

Respectfully submitted,

Terry Langley

Marble Water Board Meeting
July 8, 2021

- A. Call to order & roll call – Ryan called the water board meeting to order at 9:49 p.m. Present: Ryan Vinciguerra, Emma Bielski, Tim Hunter, Larry Good and Josh Vogt. Also present: Ron Leach, Town Administrator and Terry Langley, minutes.
- B. Consider for approval Resolution # 2-2021 approving 2021 water assessment – Ryan Vinciguerra made a motion to approve Resolution #2-2021 approving the 2021 water assessment. Josh Vogt seconded and the motion passed unanimously.
- C. Other Business
- D. Adjourn – Josh Vogt made a motion to adjourn. Ryan Vinciguerra seconded and the motion passed unanimously. The Marble Water Board meeting was adjourned at 9:51 p.m.

Respectfully submitted,

Terry Langley

Minutes of the Special Meeting by Conference Call
Town of Marble Board of Trustees
August 2nd, 2021

A. Call to order & roll call of the Special Meeting of the Marble Board of Trustees – Due to the lack of a quorum, the meeting was not called to order. Present: Josh Vogt. Absent: Ryan Vinciguerra, Larry Good, Emma Bielski, Tim Hunter. Also present: Ron Leach, Town Administrator and Terry Langley, minutes.

B. Consider adoption of Ordinance #2-2021 rescinding Stage 11 fire restrictions in Town of Marble – Unable to consider due to the lack of a quorum.

C. Adjourn – The meeting ended at 7:25 p.m.

Respectfully submitted,

Terry Langley

Lead King Loop Working Group Notes
August 3, 2021

Present on the conference call: Ron Leach, Terry Langley, Susie Meredith-Orr, John Armstrong, Shelly Grail, Marlene Crosby, and Chris Cox.

Ron noted that there was no meeting in July.

Facilitator agreement status, Shelly Grail - Shelly reported that they are close to finalizing an agreement with Maddie Rehn to act as a facilitator for a more formal group. They have scheduled some listening sessions and facilitated workshops with stakeholders. Ron reported that they hope to have these done by January, 2022 but that this is not a hard deadline. Roland said that he had reported dates of the end of January/1st of February to the commission. Susie asked if they would use Corinne's data. Marlene said she felt that the facilitator would help to define the problem as there are currently different ideas by different groups/entities and would include possible choices to solve the problem. Shelly said that it is a tool to identify the issues, formulate solutions and move together with a suite of options. Roland said that there have been different issues presented by individuals. The facilitation process will aid in getting consensus in identifying the problems and moving forward together on solutions.

Organizational Overview, Roland Mason – Roland said that the county, town of Marble and the Forest Service compiled a list of people and organizations to be included in the group. These include those who have been working as part of the working group for the past few years with some additions, including a Town of Marble community member, a town of Crystal community member, a Crystal Mill owners rep, an unincorporated Gunnison county community member, a Sheriff's office rep, a Colorado Parks & Wildlife rep, a motorized recreational group rep, a non-motorized recreational group rep, a mechanized recreation rep, a community economic development rep and an environmental conservation rep. Suzy asked about the roles and responsibilities within the group. Roland said the county would be taking recommendations from the group and would provide oversight. The idea is to take the facilitation process and implement solutions within the different jurisdictions.

Facilitator report, Maddie Rehn, Center for Public Lands – not on the call.

Forest Protection Officer report, Shelly Grail – Shelly said the FS feels this has been a success. They have been interfacing with the public at the bottom of Daniel's Hill as well as on the loop. They have written some citations for improper fire rings, being off road, etc. She feels that it has been calmer and quieter overall.

Gunnison County report, Marlene Crosby – Marlene developed a simple, one-page survey. The county employee will be asking people to complete that survey that includes such things as where they are going, what they are driving, where they parked, if it is a repeat visit, how they felt about the numbers using the loop. Roland said that he reached out to Sheriff Galloway who said that the deputy will be able to begin solo rides soon. Shelly reported that traffic counters had been installed beyond the town of Crystal to determine the percentages of people going to different areas. Ron reported that the No Parking signs that the county installed around Beaver Lake had really helped.

Town of Marble report, Ron Leach – The town has had both paid staff and volunteers stationed south of the fire station every weekend day for the past 6 weeks. The truck/trailer parking has been negligible during the week. There have been 20-25 on Saturdays, 18-20 on Sundays and 45 on 4th of July. The Marble quarry has opened up their space to truck/trailer parking on the weekends for overflow parking. This has eased the truck/trailer parking on town streets considerably. Most folks contacted have been positive with the interactions. They have asked for directions and that has eased the numbers of “stray” vehicles roaming the town. There are some who take offense to any contact and the town representatives just walk away. This points to the need for the reps to be knowledgeable about directions, rules, etc. The kiosk is still a work in process. Ron will be meeting with Western, meeting with students who might be interested in working with us. Ron has worked with the deputies on using the town office. He feels that the parking, education and enforcement programs have produced a positive vibe in town. He has not had many complaints from citizens.

Town of Crystal report, Chris Cox – Chris echoed that this has been a better year and feels that that can be attributed to the lessening of Covid, the education, the media attention and presence (enforcement) programs. He asked Marlene about signage at the pull outs as parking in the passing areas continues to be a problem, particularly on the weekends.

The next conference call will be scheduled for September 14, 1 p.m. depending on the scheduling of the listening sessions/workshops. 605-472-5283, 447695

Roland stated the need to clear about what the listening sessions will include in light of the grant the Marble Chamber has received and the meetings they will be holding.

The meeting ended at 1:55 p.m.

Respectfully submitted,
Terry Langley

Park's Committee Report August 2021

Safety concerns at the Millsite Park

Greg Tonozzi has joined the group and is particularly concerned with the largest marble firewall that is beginning to lean. He presented an idea to help secure and cap the walls. (see attachment). It is now a matter of deciding the best course of action to save the walls.

RFOV Marble Extravaganza Weekend

Below is RFOV's synopsis of the weekend:

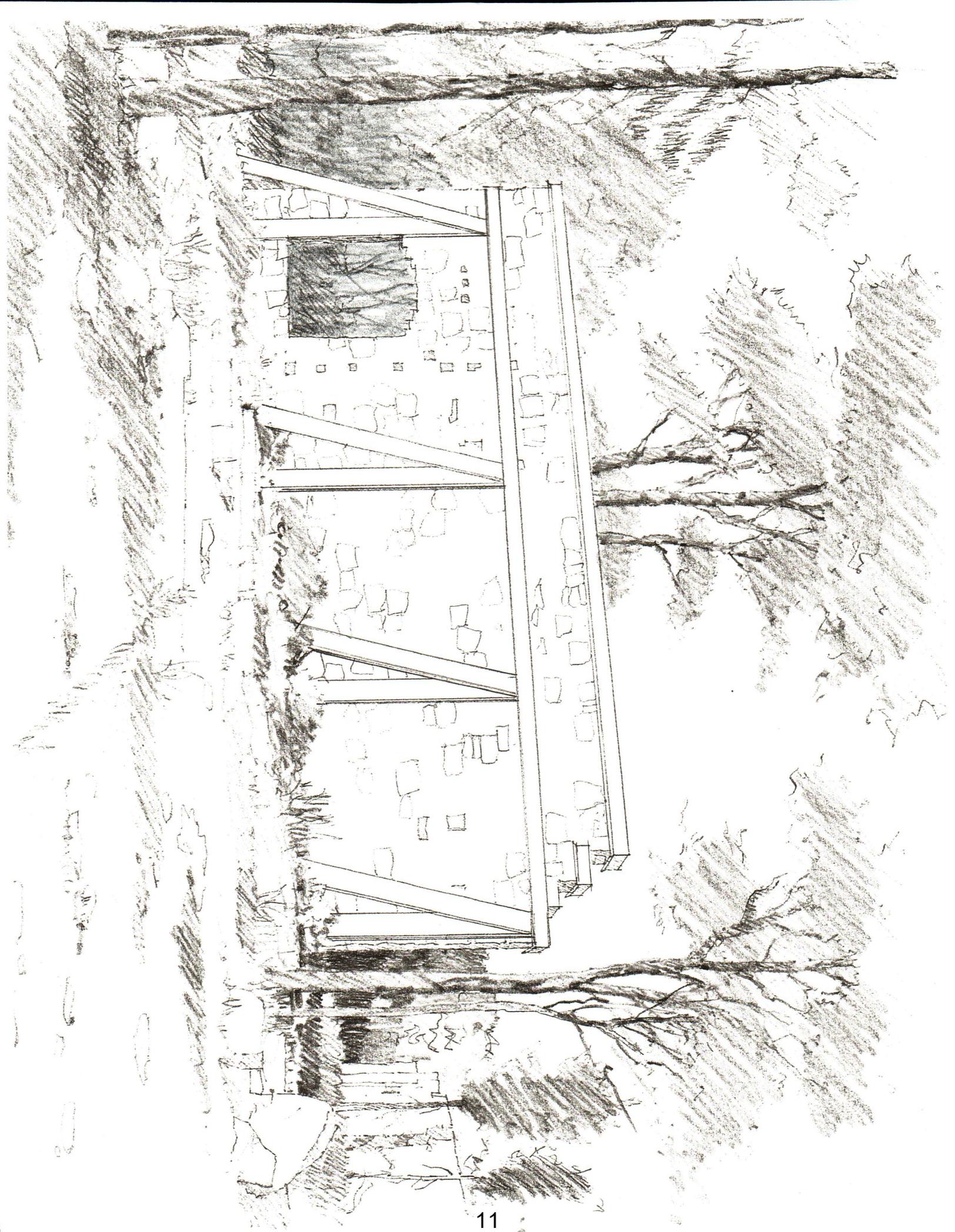
- **307 stewardship hours completed** (total all sites, volunteers + staff)
- **Site 1: Beaver Lake:** Removal of vegetation along dam and entrance; **[1407 ft of corridor cleared]**
 - participants greatly appreciated the ability to interact with CPW staff, participants had only positive feedback for the afternoon workshop with a local artist
 - more vegetation and trail closure work remains at the project site; potential for group and community projects
- **Site 2: Historic Mill Site:** Vegetation trimming and mulching, maintenance of pathways; **[200 ft of corridor cleared, .2 acres of vegetation thinned]**
 - participants (visitors to Marble) enjoyed working with town residents and seeing the immediate effect of their actions
 - the afternoon historic tour was popular, insightful, and inspiring to visiting participants who previously knew little about the mill
 - significant potential for group and community projects as well as on-trail explanatory signage; potential use of a structure for a permanent tool shed
- **Site 3: Raspberry Ridge:** Corridor and drainage structure maintenance, drainage structure installation; **[2270 ft of corridor maint, 38 drainage structures maint, 9 drainage structures installed]**
 - a lot of good frontcountry trailwork accomplished – all volunteers were very impressed by the Gunnison County trail crew!
 - always plenty of work left to do!
- **Challenges:** weather and road conditions made arrival/departure difficult for all visiting participants, Marble is perceived to be "remote" though not that distant, volun-tourism is an attractive but challenging recruitment tool

Hockey Rink Area

We would like to request that after this year the bonfire pile will not be built until November.

Special Event Permit

We would like to work on a process for approval of future events in the park.



MarbleFest 2021 Information Sheet

Hours:

Saturday: Noon - 10pm

Sunday: Noon - 8pm

Music Line Up:

Saturday	Sunday
Feeding Giants	High and Rising
Curly Bill	The Cody Sisters
Hot Pickers	David Walker Good Band
Ragged Mountain Bluegrass	Wooden Rock
Dragondeer	Bowregard

Festival Set Up:

There will be a merch tent set up to the East of the stage and a green room set up to the South of the stage. There will be a First Aid Tent run by the Carbondale Volunteer Fire District near the stage. Four additional Porta Potties will be located down from the path near the current public restrooms.

Parking:

General Public Festival Parking will be in the Millsite Parking Lot and Load Out Area. We have announced over social media several times for no parking of trucks and trailers that weekend and will be placing ads in Glenwood Post Independent and Sopris Sun. Vendor only parking will be marked along Park Street. The Hockey Rink will be used for volunteer, band and overflow vendor parking.

Volunteers:

MarbleFest Committee Members will be manning the stage, assisting with band set up, overseeing volunteers and overseeing the Merch tent. Volunteers will be running trash duty, parking duty and selling Merch in 4 hour shifts. Volunteers get our eternal gratitude and a fine T-Shirt. Volunteers are still needed if anyone wants to pitch in.

Vendors:

12 Vendors so far, mostly Marble Locals.

Vendors will set up around the upper Park Street area and down at the Basketball Court. There will be no driving in the park except for on the main wide chipped path. Please see attached Vendor Application for other rules and guidelines. There will be internet available (the Siemon Family) to allow for credit card processing!

Marketing:

We have kept marketing limited to 50 miles from Marble. Marketing includes an article and ad in the Crystal Valley Echo, event submissions to KDNK, KVNF, and Sopris Sun, locally posted flyers, social media and a website marblefestco.com

Budget Summary:

We have managed to raise donations from 18 different local businesses and individuals and have worked to compensate for the loss of our previous major sponsor, the Colorado Stone Quarry. We have kept the budget and expenses very barebones and are using trade work and volunteer/gifted work when possible.

Budget:

Donations Raised: \$10,637

Vendor Fees Collected: \$250

Expenses Projected: \$12,783

Still Need: \$1,896

Please see attachment for more details.

We are requesting the Town use the community engagement fund for \$1,500 to support MarbleFest which is, indeed, very engaging!

Marblefest Budget 2021

Overall Expenses		Overall Donations		Vendor		
Band	8,875	Marianne Ackerman	500	SUP Marble	50	
Sound Guy	2,000	LH enterprises	225	Branson Art		50
T-Shirts	1,000	Abstract Marble	250	Foxberry Sweets	50	
Dumpsters	0	Verde Landscaping	300	Linda and Judy		50
Misc Expense	300	Donation Jar SG	80	Helen Kline		50
Cody Sisters lodging	408	Alpine Bank	1,000	Lost in Space	100	
Banner	200	Outwest Guides	100	Reading with Moxie		25
		Marble Chamber	3,000	The Hub	0	
Total	12,783	Holy Cross	1,000	Rollin Fork		200
		Verde Landscaping	200	Danielle Zuberod	50	
Bands		Robin Richmond	500	Mandolin Sturgeon		50
Feeding Giants	375	Grateful Builders	500	MCS	0	
Curlly Bill	300	Hawkins	1000		Paid	Projected
Hop Pickers	0	Bob Purvis	500	Total Vendor Fee	250	425
Ragged Mountain	1000	misc donation jar	107			
Dragondeer	2500	Bellende	750			
High and Rising	400	Marble Distillery	300			
Cody Sisters	600	Wild Roots	300			
David Walker Good	200	Mike Higgins	25			
Wooden Rock	500					
Bowregard	3000	Totals Donations	10637			
Band Total	8875					
		Other Revenue	250			
		Donations	10637			
		Total Revenue	10887			
		Expense	12,783			
		Difference	-1,896			

From: Charlotte Graham Whitney
Sent: Monday, August 2, 2021 9:03 AM
To: Ron Leach Town of Marble
Cc: alex Menard; nicole Farrell; ginacousino .; Cyndi Fowler; Jaime Fowler; Ryan Kenney; Amber McMahill
Subject: Request to Town Trustees @ Aug meeting

The Marble Hub is hosting a benefit for the Hub with two Dark Sky Parties on August 12,13 at Thompson Park.

AVLT has given their permission and are joining us in spreading the word.

We respectfully request a temporary road detour from 8:30 pm - 12 midnight each night.

Traffic would need to be diverted off E. Main, making a left turn at E. Third St., (Joe Brown's house), then right at E. Sliver and back down to E.Main (at the intersection of Beaver Lake Lodge and Thanos Johnson's cabin.)

The purpose for this request is to alleviate vehicle lights coming around either direction by Thompson Park while dark sky observations are taking place.

The Hub board is asking Dark Sky visitors to park either in town at Millsite Park or any available public parking around the Hub.

Thank you,
Charlotte Graham
The Marble Hub

Short Term Rental
Business License
Application

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

Type of Application (check one): Initial Permit Application Renewal Permit Application

Applicant Information (owner of property):

Name: Richard & Andrea Beamon : if the Owner is not a natural person, the names of all natural persons who own an interest in the owner.

Mailing Address: 14632 W 89th Street

City: Lenexa State: KS Zip: 66215

Daytime Phone: _____ Evening Phone: _____ Cell Phone: 913-449-6041 / 913-558-0349

Fax: _____ Email Address: windrockeb@hotmail.com

Short Term Rental Information:

Address: 316 E Main Marble, CO 81623

Designated Responsible Party (As defined in Town of Marble Ordinance # 3-2019) Richard F Beamon

Daytime Phone: _____ Evening Phone: _____ Cell Phone: 913-449-6041

Maximum Occupancy: (As defined in Town of Marble Ordinance # 3-2019) 6

Colorado Sales Tax ID# Applied 7-6-21 / 25636961-0001

July 27, 2021

Town of Marble Board of Trustees

322 W. Park Street

Marble Colorado, 81623

RE: Lot Split/Subdivision Exemption for Tract EX1 – (Marble Ski Area 1 – Rec # 474588)

Dear Board Members:

My name is Joshua Anderson, my wife and I have owned property in Town in the Gallo Hill Area for 3 years. I recently purchased 3.4 acres of land on the east side of the undeveloped portion of West Village Drive. I would like to split that lot through the Subdivision Exemption. My proposal is to create two parcels: one would be 13,124 square-foot in size and the other 3.1 acres in size. My goal is to add the smaller parcel to 2 lots I own (Lots 16 and 17, Block 6 of the Marble Ski area Filing No. 1) via Section 9.M Lot Size/Contiguity of the Marble On- site Waste Treatment System Regulations to achieve a property at least 1 acre in size. This would allow future construction of a residential structure that also meets minimum size requirements for construction of an OWTS. There are no current plans to do anything with the remaining 3.1 acres. Portions of West Village Drive are undeveloped in this area.

The property has been surveyed and a draft Exemption Plat has been drafted. I would like Mark Chain to represent me as planner through the process and we will also be retaining a lawyer as necessary. I hope to submit the application soon and look forward to working with you.

Sincerely,

Joshua Anderson

Address:

2630 Iris Ave

Boulder, CO 80304

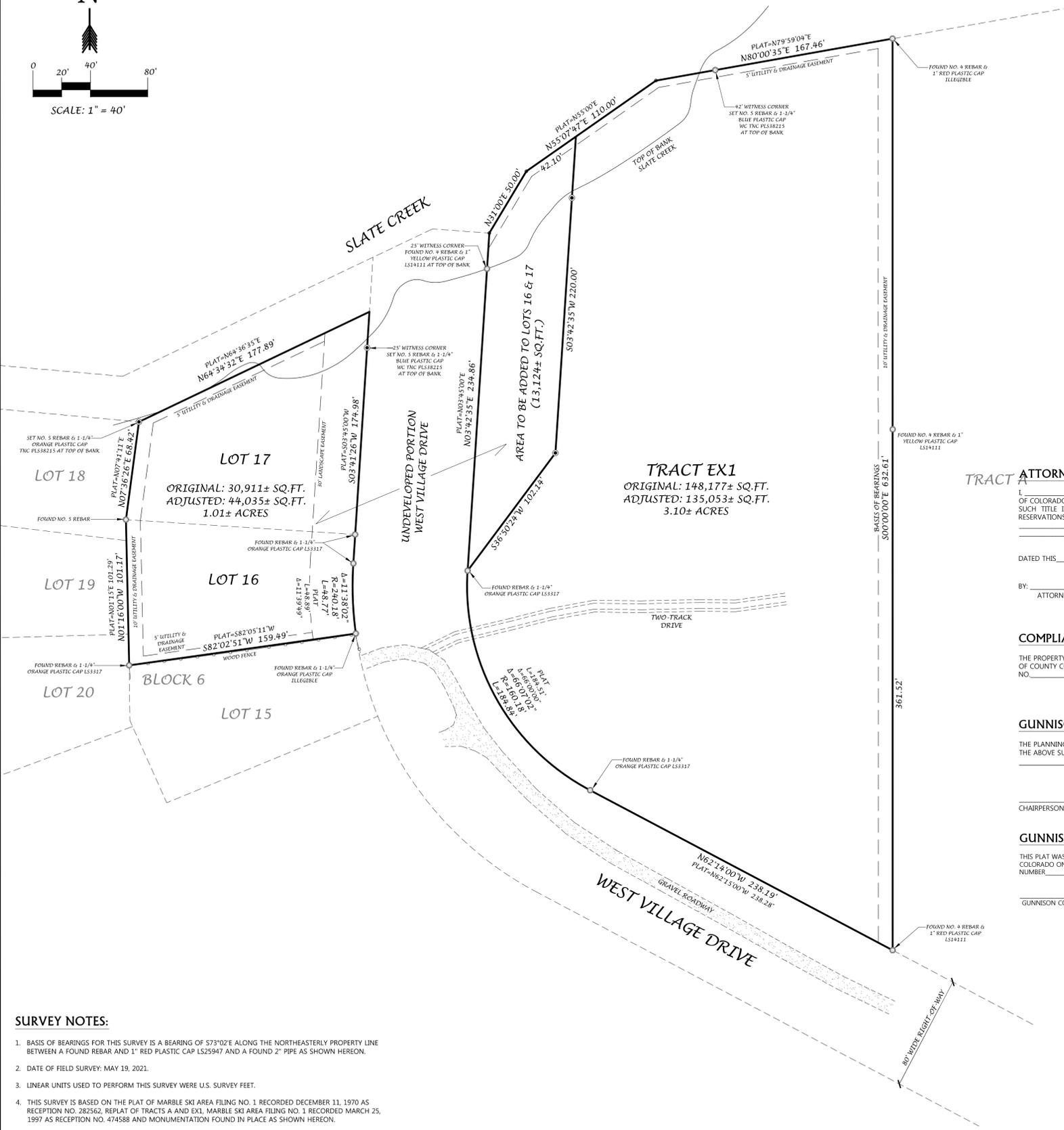
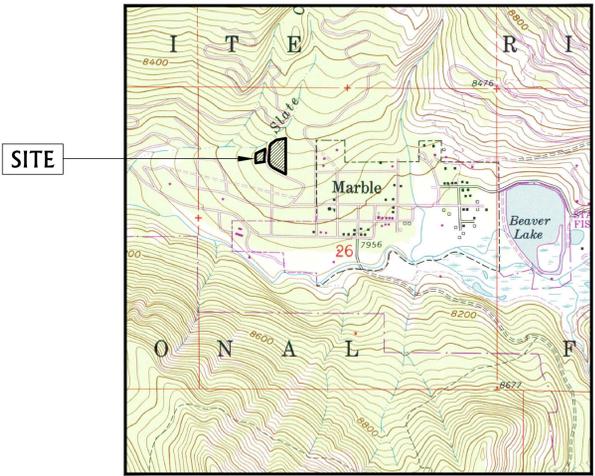
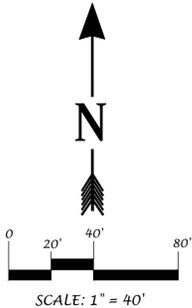
REPLAT & LOT LINE ADJUSTMENT

TRACT EX 1 & LOTS 16 & 17, BLOCK 6

MARBLE SKI AREA FILING NO. 1

SECTION 26, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PM

COUNTY OF GUNNISON, STATE OF COLORADO



TRACT EX 1 ATTORNEY'S OPINION

I, _____ AN ATTORNEY AT LAW DULY LICENSED TO PRACTICE IN THE STATE OF COLORADO, HEREBY CERTIFY THAT I HAVE EXAMINED TITLE TO ALL LANDS HEREIN DEDICATED AND SUBDIVIDED. SUCH TITLE IS VESTED IN AND IS FREE AND CLEAR OF ALL LIENS, DEFECTS, ENCUMBRANCES, RESTRICTIONS AND RESERVATIONS EXCEPT AS FOLLOWS:

DATED THIS _____ DAY OF _____, A.D. 2021.

BY: _____
ATTORNEY-AT-LAW

COMPLIANCE WITH BOARD OF COUNTY COMMISSIONER'S RESOLUTION

THE PROPERTY DESCRIBED ON THIS PLAT IS SUBJECT TO ALL THE REQUIREMENTS, TERMS AND CONDITIONS OF THE BOARD OF COUNTY COMMISSIONERS' RESOLUTION NO. _____, RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF THE CLERK AND RECORDER OF GUNNISON COUNTY.

GUNNISON COUNTY PLANNING COMMISSION APPROVAL

THE PLANNING COMMISSION OF GUNNISON COUNTY, COLORADO, HEREBY RECOMMENDS APPROVAL OF THIS PLAT OF THE ABOVE SUBDIVISION, SUCH RECOMMENDATION BEING MADE AT A MEETING OF SAID COMMISSION HELD ON THIS _____ DAY OF _____, A.D. 2021.

CHAIRPERSON, GUNNISON COUNTY PLANNING COMMISSION

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO ON THIS _____ DAY OF _____, 2021, RECEPTION NUMBER _____, TIME _____, DATE _____.

GUNNISON COUNTY CLERK AND RECORDER

CERTIFICATION OF DEDICATION AND OWNERSHIP

I, JOSHUA K. ANDERSON, BEING THE OWNER OF THE LAND DESCRIBED AS FOLLOWS:

LOTS 16 AND 17, BLOCK 6, MARBLE SKI AREA FILING NO. 1 RECORDED DECEMBER 11, 1970 AS RECEPTION NO. 282562 AND TRACT EX1 OF THE REPLAT OF TRACTS A AND EX1, MARBLE SKI AREA FILING NO. 1 RECORDED MARCH 25, 1997 AS RECEPTION NO. 474588

CONTAINING 4.11 ACRES MORE OR LESS IN GUNNISON COUNTY, COLORADO, UNDER THE NAME OF REPLAT & LOT LINE ADJUSTMENT OF TRACT EX1 AND LOTS 16 & 17, BLOCK 6 OF MARBLE SKI AREA, FILING NO. 1, HAVE LAID OUT, PLATTED AND/OR SUBDIVIDED THE SAME AS SHOWN ON THIS PLAT AND DO HEREBY PERMANENTLY DEDICATE TO THE PUBLIC AT LARGE THE STREETS, ALLEYS, ROADS AND OTHER PUBLIC AREAS AS SHOWN HEREON AND HEREBY PERMANENTLY DEDICATE THOSE PORTIONS OF LAND LABELED AS EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AS SHOWN HEREON.

IN WITNESS WHEREOF JOSHUA K. ANDERSON HAS SUBSCRIBED HIS NAME THIS _____ DAY OF _____, A.D. 2021.

OWNER:
JOSHUA K. ANDERSON-OWNER

STATE OF COLORADO)
) SS.
COUNTY OF GUNNISON)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D. 2021 BY JOSHUA K. ANDERSON.

MY COMMISSION EXPIRES:

MY ADDRESS IS:

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

SURVEYOR'S CERTIFICATION

I, RODNEY P. KISER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE REPLAT & LOT LINE ADJUSTMENT OF TRACT EX1 AND LOTS 16 & 17, BLOCK 6 OF MARBLE SKI AREA, FILING NO. 1, AS LAID OUT PLATTED, DEDICATED AND SHOWN HEREON. THAT SUCH PLAT WAS MADE FROM AN ACCURATE FIELD SURVEY OF THE PROPERTY ON MAY 19, 2021 AND WAS PERFORMED UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE AND THAT THIS SURVEY MEETS THE REQUIREMENTS OF A LAND SURVEY PLAT AS SET FORTH IN C.R.S. SECTION 38-51-106 AND IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND KNOWLEDGE.

RODNEY P. KISER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215
TRUE NORTH COLORADO, LLC.

SURVEY NOTES:

1. BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S73°02'E ALONG THE NORTHEASTERLY PROPERTY LINE BETWEEN A FOUND REBAR AND 1" RED PLASTIC CAP LS25947 AND A FOUND 2" PIPE AS SHOWN HEREON.
2. DATE OF FIELD SURVEY: MAY 19, 2021.
3. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
4. THIS SURVEY IS BASED ON THE PLAT OF MARBLE SKI AREA FILING NO. 1 RECORDED DECEMBER 11, 1970 AS RECEPTION NO. 282562, REPLAT OF TRACTS A AND EX1, MARBLE SKI AREA FILING NO. 1 RECORDED MARCH 25, 1997 AS RECEPTION NO. 474588 AND MONUMENTATION FOUND IN PLACE AS SHOWN HEREON.

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

TRUE NORTH
COLORADO
A LAND SURVEYING AND MAPPING COMPANY

JOSHUA ANDERSON
REPLAT & LOT LINE ADJUSTMENT PLAT
TRACT EX1 & LOTS 16 & 17, BLOCK 6 - MARBLE SKI AREA #1
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: 2021-227	DRAWN RPK	SHEET 1 OF 1
	SURVEYED GBL	



July 26, 2021

Board of Trustees
Town of Marble
322 West Park St.
Marble, CO 81623

Dear Trustees,

I am writing on behalf of the Pitkin County Board of County Commissioners and we extend our best wishes to you and your community as we come out of the global pandemic and hopefully enjoy a nice summer and fall ahead.

I am writing now on three items regarding the Crystal River Watershed.

The first item deals with the Pride of America Mine and the relocation of Yule Creek. As you may know, Pitkin County submitted comments to the Army Corps of Engineers on this activity and the mine's violation of the Clean Water Act. We additionally had requested that the Corps require compensatory mitigation for failure by the mine to obtain a permit. A decision on this by the Corps is currently outstanding. In the meantime, the Colorado Stone Quarries has reached out to our Crystal River caucus to request input on possible mitigation measures. Based on this outreach, we would like to bring together the four entities - Gunnison County, Town of Marble, Pitkin County, and the mine - to have a collaborative conversation on such measures. We request your support for such a meeting and your availability to schedule the same with the designees of your choosing.

The second item is in relation to the effort to designate the Upper Crystal River as Wild and Scenic. Pitkin County is supportive of and involved in the steering committee to advocate for this designation. However, we equally realize that a broad stakeholder effort is necessary to identify whether there is appropriate community support and as such, what the appropriate protections for the river may be. It is Pitkin County's goal to help establish a neutral and inclusive stakeholder outreach effort that brings all voices to the table in a meaningful way in order to deliver outcomes that are credible and with the highest level of integrity. We envision hiring a neutral facilitator to advance this process and Pitkin County has appropriated money to support it. We request your participation in the establishment and the effectuation of this stakeholder process. This may take the form of financial contribution and/or designation of an elected representative to both organize the stakeholder effort and select a facilitator, and to participate in the stakeholder conversations. We do not think that this obligates you to take any position on designation of the Wild and Scenic proposal at this time, but instead we believe that your endorsement of the process is an important first step so that any outcomes from the community are credibly received.



And, finally, the third item is also related to Wild and Scenic and is an invitation that I am passing along from a local conservation organization, Ecoflight, to take any and all members of your board on an aerial tour of the portions of the Crystal River watershed that are eligible for protection. On this tour you will be able to see the different river segments proposed for wild, scenic, and recreational, and to learn more about the Wild and Scenic Rivers Act. Ecoflight can fly out of Aspen or Gunnison airports and expects the tour to take 45 minutes inclusive of loading and unloading time. There is no cost for you for the tour and they have reserved time on August 16 and 17, and September 10 and 13 to schedule this tour. We request that you please let us know as soon as possible your interest in this offer and your availability on those dates.

Thank you for your consideration of these items. We are happy to have staff or a commissioner attend one of your meetings to further discuss. And of course, I'm happy to answer any questions by phone or email as well.

Kind regards,

A handwritten signature in blue ink that reads "Kelly McNicholas Kury". The signature is fluid and cursive.

Kelly McNicholas Kury
Chair, Pitkin County Board of County Commissioners
kelly.mcnicholas@pitkincounty.com
970.319.0219

Cc: Gunnison County Commissioners

**AGREEMENT FOR PROFESSIONAL SERVICES
Marble Campground Management-2021**

This AGREEMENT FOR PROFESSIONAL SERVICES is made with an effective date of May 27, 2021, between the **TOWN OF MARBLE**, a municipality under the laws of the state of Colorado ("Town"), and **PEER PRODUCTIONS LLC**, a Colorado limited liability company ("Contractor").

WHEREAS, the Town desires that Contractor perform campground management services during the 2021 season as an independent contractor and in accordance with the provisions of this Agreement; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement.

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Scope of Agreement. Contractor agrees to provide the Town with the professional services set forth on Exhibit A (Scope of Work).
2. Consideration.
 - a. Town shall pay Contractor \$1,500.00 per month, prorated daily, for the entire Term of this Agreement. Payment shall be made in arrears no later than the 10th day of each calendar month.
 - b. Town shall be responsible for the cost of materials, tools, and supplies necessary for completion of the Scope of Work. Contractor shall be reimbursed for materials, tools, and supplies purchased by Contractor on behalf of the Town. Requests for reimbursement including proof of purchase shall be submitted by the last day of each calendar month for approval by the Town at the next regular Board meeting. Purchases by Contractor on behalf of the Town in excess of \$300 in total during the Term of this Agreement shall require the advance approval of the Town Administrator.
 - c. Town shall release and hold harmless Contractor for damage caused by guests or Town employees to the campground, provided that Contractor shall use reasonable and good faith efforts to stop such damage if Contractor becomes aware of the destructive conduct while it is occurring, and to notify the Town as soon as practicable upon becoming aware of any damage or destruction.
3. Term. This Agreement shall be effective as of May 27, 2021 and shall extend until September 11, 2021 unless earlier terminated pursuant to paragraph 8 of this Agreement.
4. Status. The Contractor is an independent contractor and shall not be considered an employee or agent of the Town for any purpose.
5. Standard of Care. The standard of care applicable to the Contractor's services will be the same degree of care, skill, and diligence normally employed by professionals performing the

same or similar services.

6. Sub-Contracting and Assignment; Rights of Third Parties. Neither the Town nor Contractor may assign, sublet, sub-contract or transfer any rights or obligations under this Agreement without the written consent of the other. The Contractor's services shall be performed exclusively by Charlotte Graham, unless the Town provides prior written consent. In, the event that an employee or subcontractor is allowed to perform services under this Agreement, Contractor shall comply with paragraph 7, below. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Town and Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Town and Contractor and not for the benefit of any other party.

7. Work By Illegal Aliens Prohibited. In the event that the Town consent to an individual other than Charlotte Graham (as an employee or subcontractor) to perform services under this Agreement, Contractor shall comply with the requirements of this paragraph.

a. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor warrants, represents, acknowledges, and agrees that:

i. Contractor does not knowingly employ or contract with an illegal alien.

ii. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

iii. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph shall be null and void if E-Verify is discontinued.

iv. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

v. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

(1) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

vi. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

vii. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

8. Termination. The Town or the Contractor may terminate this Agreement at any time by providing a minimum 28 days’ written notice to the other party. Additionally, either Party may terminate this Agreement for cause at any time if the other Party fails to substantially perform in accordance with this Agreement (breach), and such breach is not cured within 5 business days of receipt of notice of the breach by the breaching party. In the event this Agreement is terminated, the Contractor shall be compensated for all work performed in accordance with this Agreement through the time of termination.

9. Agreement Administration and Notice. For purposes of administering this Agreement, the Town hereby appoints the Town Clerk to represent the Town in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered to the party’s respective address or email address as set forth below:

To the Town: Town of Marble
 Attn: Town Clerk
 322 W. Park St.
 Marble, CO 81623
 970-963-1938
 leach@townofmarble.com

To the Contractor: Peer Productions LLC
 Charlotte Graham
 PO Box 1736
 Carbondale, CO 81623

10. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

11. Governing Law. The laws of the State of Colorado shall govern the validity,

performance and enforcement of this Agreement. Venue for any action instituted pursuant to this agreement shall lie in Gunnison County, Colorado.

12. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

13. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

DONE as of May 27, 2021.

TOWN OF MARBLE, COLORADO

By: _____
Ryan Vinciguerra, Mayor

ATTEST:

Ron Leach, Town Clerk

CONTRACTOR: Peer Productions LLC

By: _____
Charlotte Graham

Exhibit A

CONTRACTOR will oversee the facilities at the Town's campground located at 255 W. Park St., Marble, CO. 81623.

CONTRACTOR will interface with Town employees for reservations and grounds-keeping needs.

CONTRACTOR will greet and welcome guests, assist with their needs and requests.

CONTRACTOR will accept drop-in guests, as space available, and forward necessary guest information and credit card payment to Town employee for processing.

CONTRACTOR will oversee flower and decorative arrangements on site.

CONTRACTOR will make sure bathrooms are kept clean, sanitary and fully supplied.

**AGREEMENT FOR PROFESSIONAL SERVICES
2021 Landscaping**

This AGREEMENT FOR PROFESSIONAL SERVICES is made with an effective date of July 1, 2021, between the **TOWN OF MARBLE**, a municipality under the laws of the state of Colorado ("Town"), and **VERDE LAND MANAGEMENT, LLC**, a Colorado limited liability company ("Contractor").

WHEREAS, the Town desires that Contractor perform landscaping management services during the 2021 season as an independent contractor and in accordance with the provisions of this Agreement; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement.

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Scope of Agreement. Contractor agrees to provide the Town with the professional services set forth on Exhibit A (Scope of Work).
2. Consideration.
 - a. Town shall pay Contractor \$40 per hour for Work performed during the Term of this Agreement. Invoices shall be submitted no later than the last day of each calendar month for approval by the Board of Trustees at its next regular meeting. Payment shall be made no later than the 14th day of the month following the month in which the invoice is received by the Town.
 - b. Town shall be responsible for the cost of materials necessary for completion of the Scope of Work. Contractor shall be reimbursed for materials purchased by Contractor on behalf of the Town. Requests for reimbursement with proof of purchase shall be submitted with the invoice submitted pursuant to paragraph (a), above.
 - c. Contractor shall receive approval from the Town Administrator before performing services and purchasing materials in excess of \$7500 during the Term of this Agreement.
3. Term. This Agreement shall be effective as of July 1, 2021 and shall extend until September 30, 2021 unless earlier terminated pursuant to paragraph 8 of this Agreement.
4. Status. The Contractor is an independent contractor and shall not be considered an employee or agent of the Town for any purpose.
5. Standard of Care. The standard of care applicable to the Contractor's services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or similar services.
6. Sub-Contracting and Assignment; Rights of Third Parties. Neither the Town nor Contractor may assign, sublet, sub-contract or transfer any rights or obligations under this

Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Town and Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Town and Contractor and not for the benefit of any other party.

7. Work By Illegal Aliens Prohibited. In the event that an individual other than Brent Compton (as an employee or subcontractor) performs services under this Agreement, Contractor shall comply with the requirements of this paragraph.

- a. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor warrants, represents, acknowledges, and agrees that:
 - i. Contractor does not knowingly employ or contract with an illegal alien.
 - ii. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
 - iii. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph shall be null and void if E-Verify is discontinued.
 - iv. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 - v. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (1) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (2) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly

employed or contracted with an illegal alien.

vi. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

vii. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

8. Termination. The Town or the Contractor may terminate this Agreement at any time by providing a minimum 28 days’ written notice to the other party. Additionally, either Party may terminate this Agreement for cause at any time if the other Party fails to substantially perform in accordance with this Agreement (breach), and such breach is not cured within 5 business days of receipt of notice of the breach by the breaching party. In the event this Agreement is terminated, the Contractor shall be compensated for all work performed in accordance with this Agreement through the time of termination.

9. Indemnity, Insurance and Immunity.

a. To the extent permitted by law, except as otherwise stated in this agreement, each party to this Agreement shall hold harmless and indemnify the other party, including the other party’s employees, officers, agents, and assigns, from an award of damages, to the extent such award of damages arises from the action or inaction of that party or its own officers, employees and agents.

b. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the parties would otherwise be entitled.

c. Contractor shall provide proof of general liability insurance to the Town upon execution of this Agreement in an amount of no less than one million dollars per incident.

10. Agreement Administration and Notice. For purposes of administering this Agreement, the Town hereby appoints the Town Clerk to represent the Town in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered to the party’s respective address or email address as set forth below:

To the Town: Town of Marble
 Attn: Town Clerk
 322 W. Park St.
 Marble, CO 81623
 970-963-1938
 leach@townofmarble.com

To the Contractor: Verde Land Management, LLC
 Attn: Brent Compton
 37 Silver Vein Dr.
 Marble, Colorado 81623
 970-274-7513

11. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

12. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this agreement shall lie in Gunnison County, Colorado.

13. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

14. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

DONE as of July 1, 2021.

TOWN OF MARBLE, COLORADO

By: _____
Ryan Vinciguerra, Mayor

ATTEST:

Ron Leach, Town Clerk

CONTRACTOR: Verde Land Management, LLC

By: _____
Brent Compton

Exhibit A

- Clean brush from park
- Removal of noxious weeds on town parks and right of ways
- Mowing and trimming
- Construct safety barriers at dangerous spots in park
- Remove fencing from park
- Watering
- Minor maintenance at town stage
- Other jobs as assigned by Town Administrator

Agreement Regarding Gunnison County Front Country Ranger Program Cost Share

This Agreement Regarding Gunnison County Front Country Ranger Program Cost Share (“Agreement”) is entered in this ____ day of _____, 2021, by and between the Town of Marble (“Town”) a statutory town organized and existing under the laws of Colorado, and the Board of County Commissioners of Gunnison County, Colorado (the “County”). The Town and County may be referred to herein individually as a “Party” and collectively as the “Parties.”

Recitals

- A. The County entered into that certain Collection Agreement between Gunnison County and the United States Department of Agriculture, U.S. Forest Service White River National Forest, Aspen-Sopris Ranger Districts regarding the Gunnison County Front Country Ranger Program (FS Agreement No. 21-CO-11021500-109) (the “Collection Agreement”).
- B. Pursuant to the Collection Agreement, the County agreed to remit \$10,000 to the U.S. Forest Service to help fund increased enforcement of U.S. Forest Service rules and regulations on and around the Lead King Loop in Gunnison County near Marble, Colorado.
- C. The Town and the County have agreed to share the amount owed under the Collection Agreement.

Agreement

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. **Obligation to Contribute Funds.** Within 21 days of the later to occur of (i) mutual execution of this Agreement; (ii) receipt by the Town of confirmation that the County has paid \$10,000 to the U.S. Forest Service under the Collection Agreement, the Town shall pay \$3,000 in good funds to the County.
- 2. **Time of Essence/Remedies.** Time is of the essence, and if any obligation created by this Agreement is not timely performed by either Party, then the non-defaulting Party shall have all remedies available to it in law and equity.
- 3. **Fees / Costs.** In the event of litigation arising out of this Agreement, the Parties agree that each will be responsible for their own attorneys’ fees and costs associated with such litigation.
- 4. **Governing Law; Venue.** This Agreement and its application shall be construed in accordance with the laws of the State of Colorado. Venue for the trial of any action arising out of any dispute hereunder shall be in the District Court, Gunnison County, Colorado.

5. Intent of Agreement. This Agreement is intended to describe the rights and responsibilities of and between the named Parties and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as Parties.
6. Amendment. This Agreement may be amended only by a written document duly authorized and executed by the parties hereto.
7. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, the Parties will immediately negotiate valid alternative portion(s) that as nearly as possible give effect to any stricken portion(s).
8. Assignability. Neither Party may assign its rights or delegate its duties hereunder without the prior written consent of the other. Any assignment or transfer of this Agreement without the requisite prior written approval shall be void.
9. Successors and Assigns. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns in the event assignment is allowed.
10. Joint Draft. The Parties agree they drafted this Agreement jointly with each having the advice of legal counsel and an equal opportunity to contribute to its content. Therefore, this Agreement shall not be construed for or against a Party on the basis of authorship.
11. Authority. The signatories below represent and affirm they are legally authorized to bind their respective Parties by this Agreement.
12. Counterparts; Facsimile / Electronic Signatures. This Agreement 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.

Town of Marble

Board of County Commissioners of
Gunnison County Colorado

By: _____

By: _____

Attest: _____

Attest: _____

Account Balance as of 7/30/2021

Accounts	Balance
Checking Account	\$ 33,037.68
Money Market	\$ 59,045.57
Campground	\$ 135,855.52
Water Fees	\$ 24,589.82



Statement Period: 06/01/2021 To 06/30/2021
 Account Number: CSAFE XX-XXXXX17-01

5975 S. Quebec St, Suite 330
 Centennial, CO 80111

(303) 296-6340
 (800) 541-2953
 FAX: (303) 658-3136
 www.csafe.org/

MARBLE, TOWN OF
 RON LEACH
 322 WEST PARK STREET
 Carbondale, CO 81623
 U.S.A.

Statement Summary

Beginning Balance	149,988.91		
Purchases	0.00	7 Day Average	0.02
Redemptions	0.00	Monthly Average	0.02
Interest Distributed	3.03	YTD Interest	39.95
Month End Balance	149,991.94		

Transaction Summary

Date	Type	Source	Check #	To/From	Amount
Net Transactions:					0.00

**Town of Marble
Deposit Detail
July 2021**

Type	Num	Date	Name	Account	Amount
General Jo...	R	07/02/2021	Dragondeer	*General Fund -0240	1,250.00
				Marble Fest Donation	-1,250.00
TOTAL					-1,250.00
Deposit		07/26/2021		*General Fund -0240	11,046.07
			Elevate Payment Alliance LLC	Donations	-1,000.00
			Elevate Payment Alliance LLC	Septic Permits	-1,023.00
			Marble Historical Society	Business Licenses	-50.00
			Richard Wells	Business Licenses	-50.00
			Verde Land Management LLC	Donations	-200.00
			Robin Richmond	Donations	-500.00
			Marble Crystal River Chamber	Donations	-3,000.00
			Grateful Builders	Donations	-500.00
			Grateful Builders	Business Licenses	-50.00
			Colorado Stone Quarry CSQ	CSQ Maintenance Payments	-300.00
			Holy Cross Electric	Donations	-1,000.00
			Colorado Stone Quarry CSQ	CSQ Lease Agreement	-2,329.23
			Gunnison County Assessor	General Sales Tax	-478.75
			Colorado State Treasurer	Conservation - Other Income	-538.09
				Donations	-27.00
TOTAL					-11,046.07

Town of Marble
Check Register
 July 9 through August 4, 2021

Num	Date	Amount
Alpine Bank		
11174	07/31/2021	-1,908.78
Aspen Maintenance & Supply		
11171	07/31/2021	-179.16
Century Link		
11173	07/31/2021	-235.71
Colorado Department of Revenue		
	07/21/2021	-836.99
	07/21/2021	-1,206.00
	07/22/2021	-1,016.71
11191	08/04/2021	-522.00
Holy Cross Electric		
11177	07/31/2021	-270.66
Law of the Rockies		
11168	07/31/2021	-1,665.00
Marble Hub		
11172	07/31/2021	-1,327.00
Marble Water Company		
11185	08/04/2021	-260.00
11186	08/04/2021	-490.00
McMahan & Associates		
11178	07/31/2021	-9,100.00
Mountain Pest Control, Inc.		
11175	07/31/2021	-120.00
Nathan Dumm & Mayer		
11166	07/31/2021	-955.73
R&A Enterprises		
11176	07/31/2021	-334.86
Ragged Enterprises, LLC		
11182	08/01/2021	-680.00
Redi Services LLC		
11169	07/31/2021	-225.00
Roaring Fork Valley Co-Op		
11184	08/04/2021	-227.97
Ron Leach		
11187	08/04/2021	-407.53
RPS LLC		
11183	08/04/2021	-600.00
The Crystal Valley Echo		
11167	07/31/2021	-175.00
Verde Land Management LLC		
11170	07/31/2021	-2,240.09

Town of Marble
Payroll Report
 July 30 through August 4, 2021

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Type</u>	<u>Amount</u>
Colorado Department of Revenue				
08/04/2021	11191	Colorado Department of Reven...	Liability Check	-522.00
Total Colorado Department of Revenue				-522.00
United States Treasury				
08/04/2021	11192	United States Treasury	Liability Check	-1,329.94
Total United States Treasury				-1,329.94
Amber A McMahill				
08/04/2021	11190	Amber A McMahill	Paycheck	-1,287.25
Total Amber A McMahill				-1,287.25
Charles R Manus				
08/04/2021	11188	Charles R Manus	Paycheck	-1,321.53
Total Charles R Manus				-1,321.53
Max I Harris				
08/01/2021	11179	Max I Harris	Paycheck	-1,442.95
Total Max I Harris				-1,442.95
Richard B Wells				
08/01/2021	11180	Richard B Wells	Paycheck	-258.58
Total Richard B Wells				-258.58
Ronald S Leach				
08/01/2021	11181	Ronald S Leach	Paycheck	-3,183.92
Total Ronald S Leach				-3,183.92
Theresa A Langley				
08/04/2021	11189	Theresa A Langley	Paycheck	-109.67
Total Theresa A Langley				-109.67
TOTAL				-9,455.84

Town of Marble
Budget vs. Actual
 January through December 2021

	Jan - Dec 21	Budget	% of Budget
Income			
Intergovernmental			
Cigarette Tax	165.07	100.00	165.1%
Colorado Trust Fund	0.00	0.00	0.0%
General Sales Tax	51,423.12	140,000.00	36.7%
Highway Use Tax (HUTF)	5,640.30	14,000.00	40.3%
Mineral Lease Distribution	0.00	2,500.00	0.0%
Severance Tax	0.00	4,000.00	0.0%
Intergovernmental - Other	22,370.99		
Total Intergovernmental	79,599.48	160,600.00	49.6%
Licenses & Permits			
Building Permits	5,138.75	4,000.00	128.5%
Business Licenses	900.00	1,500.00	60.0%
Driveway Access Permits	0.00	0.00	0.0%
Septic Permits	2,046.00	3,000.00	68.2%
Total Licenses & Permits	8,084.75	8,500.00	95.1%
Other Revenue			
Campground/Store Revenues	23,274.13	55,000.00	42.3%
CSQ Lease Agreement	13,975.38	30,500.00	45.8%
CSQ Maintenance Payments	1,800.00	3,300.00	54.5%
Donations	12,082.00	2,000.00	604.1%
Holy Cross Electric Rebates	312.91	500.00	62.6%
Interest Income	2.72	3,500.00	0.1%
Non-Specified	74.25	2,000.00	3.7%
Transfers (In) Out	0.00	1,000.00	0.0%
Total Other Revenue	51,521.39	97,800.00	52.7%
Taxes			
Additional License Tax	220.76	500.00	44.2%
Delinquent Property Tax	0.00	0.00	0.0%
General Property Tax	15,812.16	26,354.00	60.0%
Property Tax Interest	0.00	100.00	0.0%
Special Use & Sales Tax	0.00	0.00	0.0%
Specific Ownership Tax	565.70	1,500.00	37.7%
Taxes - Other	2,511.04		
Total Taxes	19,109.66	28,454.00	67.2%
Total Income	158,315.28	295,354.00	53.6%
Gross Profit	158,315.28	295,354.00	53.6%
Expense			
General Government			
Abated Tax	0.00	0.00	0.0%
Campground/Office Expenses	9,758.58	25,000.00	39.0%
Church Rent	150.00	600.00	25.0%
Civic Engagement Fund	0.00	1,500.00	0.0%
Dues & Subscriptions	0.00	300.00	0.0%
Elections	2,500.00	0.00	100.0%
Legal Publication	107.64	1,000.00	10.8%
Marble Fest Donation	2,407.53	0.00	100.0%
Marble Water Co 2017 Tap Fee	0.00	0.00	0.0%
Marble Water Co Monitoring Well	0.00	0.00	0.0%
Marble Water Co Payment	0.00	0.00	0.0%
Office Expenses	2,899.75	7,000.00	41.4%
Treasurers Fees	252.58	500.00	50.5%
Tree Maintenance Program	0.00	0.00	0.0%
Unclassified	12,281.08	3,000.00	409.4%
Workshop/Travel	0.00	0.00	0.0%
Total General Government	30,357.16	38,900.00	78.0%

Town of Marble
Budget vs. Actual
 January through December 2021

	Jan - Dec 21	Budget	% of Budget
Other Purchased Services			
Earth Day Expenses	0.00	0.00	0.0%
Grant Writing	0.00	2,000.00	0.0%
Liability & Worker Comp Insc	2,565.78	6,000.00	42.8%
Park Improvements	225.00	0.00	100.0%
Utilities	2,908.95	4,000.00	72.7%
Total Other Purchased Services	5,699.73	12,000.00	47.5%
Purchased Professional Services			
Audit	9,100.00	8,000.00	113.8%
Engineering Services	0.00	2,000.00	0.0%
Legal - General	13,555.97	23,500.00	57.7%
Municipal Court	0.00	1,500.00	0.0%
Total Purchased Professional Services	22,655.97	35,000.00	64.7%
Roads			
Snow & Ice Removal	23,255.00	35,000.00	66.4%
Street Maintenance	9,045.00	20,000.00	45.2%
Total Roads	32,300.00	55,000.00	58.7%
Total Expense	91,012.86	140,900.00	64.6%
Net Income	67,302.42	154,454.00	43.6%

Town of Marble
Ordinance Number 2
Series of 2021

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. 2021-16, 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. Ordinance 2021-1 is hereby rescinded.
- 2. 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. 2021-16 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.
- 3. 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.

4. 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.

5. This Ordinance shall expire on December 31, 2021, unless sooner expressly repealed or amended by a subsequent Ordinance passed by the Board.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED IN FULL this ____ day of _____, 2021, by a vote of ___ in favor and ____ opposed.

TOWN OF MARBLE:

ATTEST:

Ryan Vinciguerra, Mayor

Ron Leach, Clerk