

Town of Marble
Regular Meeting of the Board of Trustees
September 7th, 2023 7:00 P.M.
Marble Community Church, 121 W. State St. Marble, Colorado
Agenda

- A. 7:00 P.M. Call to order & roll call of the regular September meeting of the Board of Trustees
- B. Mayor Comments
- C. Continue Public Hearing to consider approval of Ordinance #_____ approving residential structures in business zone in Town of Marble
- D. Consent Agenda
 - a. Approve August 3rdth 2023 minutes
 - b. Approve Current Bills, September 7th, 2023
 - c. Consider approval of MCS special event liquor permit application for LKL, Karly Anderson
- E. Administrator Report
 - a. Review draft 2024 Budget, Ron
 - b. Discussion with Colorado Parks & Wildlife representatives, Matt Yamashita
- F. Land Use Issues
 - a. Consider approval of Ordinance #_____ approving a zoning change for Smith/Wilkey property, Ron
 - b. Consider approval of Parker/Collins lot line adjustment, Ryan
 - c. Consider approval of Marble Wetlands Preserve Management Agreement, Ron
- G. Committee Reports
 - a. Discuss Flow chart for municipal governance, Emma
 - b. Up-date on Jailhouse project, Emma
 - c. Parks committee report
- H. Old Business
 - a. Consider DOLA training with Dana Hlavac on November 2nd.
- I. New Business
 - a. Consider approval of Wild & Scenic Collaborative MOU
 - b. Discussion regarding acquisition of Hub building from Gunnison County, Nicole
- J. Adjourn

Town of Marble
Notice of Public Hearing
Proposed Zoning Code Amendment

Please take notice that on September 7th, 2023, at 7:00 PM, at Marble Community Church, 121 W. State St. Marble, Colorado, the Board of Trustees of the Town of Marble, Colorado, will hold a public hearing to consider a proposed amendment to the Zoning Code to add “single-family dwelling units, manufactured homes, and multi-family dwelling units” as authorized Uses by Review within the Business Zone.

Town of Marble
Ordinance Number ____
Series of 2023

AN ORDINANCE AMENDING THE ZONING CODE WITH RESPECT TO ALLOWING
RESIDENTIAL USE IN THE BUSINESS ZONE

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 is authorized to regulate land use matters within its boundaries, *see* C.R.S. § 31-23-101 *et seq.*, and has adopted land use regulations known as the Zoning Code.
- C. Section 7.2.10 of the Zoning Code establishes three zones: Residential, Business, and Public Use. Section 7.2.20 defines “uses by right” and “uses by review” within each zone. Currently no type of residential use is allowed as either use by right or use by review within the Business zone.
- D. The Town has adopted a Master Plan, *see* Ordinance No. 4, Series of 2000. The Master Plan states: “The Town should adopt zone districts that are based on encouraging a range of uses, as opposed to a more urban land use pattern which creates strong boundaries between residential and commercial land uses. A more “mixed use” approach appears to fit the landscape of Marble in a more consistent fashion than traditional zoning approaches.”
- E. Most existing commercial properties in Town include a residential land use component as a pre-existing non-conforming use.
- F. The Town desires to update the Zoning Code provisions to allow residential uses on Business zone properties.

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

- 1. Section 7.2.20.B.2 is amended to add “single-family dwelling units, manufactured homes, and multi-family dwelling units” as authorized Uses by Review within the Business Zone.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED BY TITLE ONLY this
_____ day of _____, 2023, by a vote of ____ in favor and ____ opposed.

TOWN OF MARBLE:

ATTEST:

Ryan Vinciguerra, Mayor

Ron Leach, Clerk

Minutes of the Town of Marble
Regular Meeting of the Board of Trustees
August 3, 2023

A. 7:00 P.M. Call to order & roll call of the regular July meeting of the Board of Trustees – Mayor Ryan Vinciguerra called the meeting to order at 7:10 p.m. Present: Tony Petracco, Emma Bielski, Larry Good, Amber McMahill and Ryan Vinciguerra. Also present: Ron Leach, Town Administrator; Alie Wettstein, Administrative Assistant and Terry Langley, minutes.

B. Mayor Comments – As it is a long agenda, please try not to repeat from previous meetings, be respectful and state your name.

C. Consent Agenda – Emma Bielski made a motion to approve the consent agenda. Tony Petracco seconded and the motion passed with Larry Good abstaining because he was not at the July 6, 2023 meeting.

a. Approve July 6th 2023 minutes – Ryan asked about voting on approval of residential structures but it was not posted so will not be voted on tonight.

b. Approve Current Bills, August 3, 2023

Agenda change – the Wetlands discussion was moved up on the agenda.

D. Administrator Report

a. Consider approval MCS special event liquor permit application for LKL, Stephanie Helfenbein, Ron – Ron explained the process for approving this permit. They are presenting that application tonight. It will be publicly posted 10 days before the next meeting (Sept. 7) and can be voted on at that time. Karly Anderson gave some information about the 21st annual fundraising race. All funds raised go to instructional supplies. Ron reported that MCS has paid the application fee. Ryan asked if this would just be beer. Karly said they are discussing other liquor in addition to beer. Ryan reminded them about the need for checking ids.

b. Discussion of Marble Wetlands management agreement, Ron – Ron gave the history of the chain of events regarding Marble Wetlands. The Trust for Land Restoration (TLR) are working with Aspen Valley Land Trust (AVLT) on getting a conservation easement and they estimate that will take about a year. They are proposing a one-year agreement with the town for management of the property in the meantime. Pat Willits, TLR, attended by phone and reported that clean-up is complete and they are in process with the state for a letter of no-further-action. There will be a public notice for comments as part of that. A case line inventory as part of biological assessment is close to being completed. This management agreement would make Marble the eyes and ears in monitoring public use during the next year with the intent of turning the property over to the town at the end of the year. Amber asked if the town's management jurisdiction would extend to property outside of town. She would like to see communication to ensure that public outreach and education programs by the town, TRL and AVLT don't result in heavy usage. Pat said they hope to keep the area low-key, keeping it as it is. Ryan suggested each group notify each other about any planned programs and adding that to the agreement with Ron Leach acting as point person. John Armstrong, CVEPA, talked about passive recreation with no advertising or promotion of the area. Ron has reached out to the insurance company with questions

regarding coverage with this agreement. Tony suggested annexation of the property. Tony asked about the prohibition of motorized vehicles with the exception of the easement held by a private property owner as well as the noise that owner and other users generate at all hours. Pat said that his understanding is that the owner and the owner's guests are the only people who are to use the road and he is to maintain that road. Tony said that easement had been granted for the construction of his home but he was then to use another entrance. Ryan said this is outside of the discussion regarding the management agreement but that the town would have more control if the property is annexed. Pat will work to communicate and hopefully alleviate the problem. The board agreed that they are willing to take over management once the paperwork is finalized. Ron asked about language on page 3 of the agreement regarding a fourth party as a representative to TLR. Pat explained that this would be CVEPA and he will make the change identifying the fourth party.

E. Land Use Issues

a. Consider approval of Ordinance # _____ approving a zoning change for Smith/Wilkey property, Ron – Ron reported that the most recent draft of the ordinance is in the packet. He called the board's attention to page 19 and 20: conditions. They are the attorney's best effort to capture the issues from the board's intent. Ryan said he was concerned about the general contractor requirement to allow for a proper and communicated timeline, reduce possible stop work orders and ease the burden on town staff. He feels that the term general contractor is rather broad. His two main concerns are for the neighbors and the town staff and seeing the project proceed in a professional manner. He is struggling with the parameters of the request for a general contractor and, to soften the requirement, he suggests that another stop work order should trigger a need for a planning professional who would be approved by the town. Larry stated that this seems reasonable. Dustin asked if the stipulation for a contractor would remain if the request for rezoning was removed. Ryan said all the stipulations would be removed if the zoning request was removed. Dustin said that they are currently only building their home and that they have the building permit for that. He feels many of the stipulations are more a business license issue rather than a rezoning issue. He would like to rezone the property do the landscaping, build a staggered fence and then address the parking plan prior to getting a business license. Amber spoke to the need to have some restrictions on the use. Discussion regarding rezoning and leaving the particular business out of the issue followed. Ryan said that the board wanted some assurances about what would be happening on the property. Larry spoke to the need to clarify the intent of the ordinance. Dustin would like to focus on the rezoning this year and address other issues when they apply for their business license. They do not intend to run the business out of the location until 2025. They would include the parking plan with a building permit for the business/finishing the basement aspect. Ryan suggested tabling the issue and holding an executive session with the attorney prior to the next meeting (6:00 p.m. on Sept. 7, 2023).

b. Consider approval Parker/Collins lot line adjustment, Ryan – Ron reported that there is a survey on page 16 of the board packet. The triangle in block 36 belongs to the town. The triangle on the south right-hand part of the property belongs to the Parkers. The Parkers would like to swap those triangles which would square up the property. There are two paths/trails there. On the left-hand side is West First Street goes to the river. There is a second trail on the right-hand side that goes through the Parker's property and both are used by the public. The Parker's would like to develop a cut through that would limit the use of the trail through their property and steer people back to the road. Ryan supports the cut through. There was discussion of language for signage followed. Tony said he feels there is no

benefit to the town and that this could make a buildable lot. The Parkers disagreed as the lot would still not be large enough to build on at 18,000 square feet. Amber McMahill made a motion to approve the Parker/Collins lot line adjustment with the cut through. Larry Good seconded. Discussion concerning adding language about the Parker's maintaining the trail and getting copies of the titles followed. Ron explained that he has copies of the titles and will get them to the board. Ron said they cannot officially approve this tonight as the packet is not complete. A complete packet would include the copies of the titles, an agreement that the Parker's will pay any costs and a completed and staked survey. The Parkers do not want to proceed without the understanding that the town is in agreement. Amber amended her motion for tentative approval subject to completed title and paper work and survey. Tony Petracco seconded and the motion passed unanimously.

F. Parks Committee Report

a. Review current and future Parks Committee projects, Brent – Richard Wells reported that most of the dead wood in the Mill Site Park has been chipped and dispersed. Thompson Park work continues as the irrigation project was delayed. There are signs for maintenance area closures and revegetation notices. Porta potties for MarbleFest have been delivered. Full minutes will be out in the next week or so. Emma asked about closing trails near the disc golf holes but there are no plans for closing any of the disc golf trails.

b. Flow chart discussion – Emma would like to continue the conversation regarding best practices for organizational structure and authority flow charts to better develop systems for how the various town entities and committees work together. Tony spoke to allowing the committees to do their work, come up with solutions and bring their recommendations to the trustees, with the trustees giving consideration to the volunteers who are doing the work. Emma asked about job descriptions for the committees and the trustees needing to acknowledge those and interact with the committees more intentionally. Larry suggested attending committee meetings. Discussion of the parks committee work to develop those job descriptions and the fact that the board had no additions or comments. Larry addressed the benefits this could bring to the board. Emma feels this is an example of an issue a flow chart could address. Emma asked if there was a guideline for the Master Plan Committee and an understanding of how that work is communicated. Mark Chain is the point person for that and Alie reported that she posts the notes on the website. Emma will develop a proposed flow chart...with colors!

c. Up-date on the Jailhouse Project – Emma reported that a Go Fund Me (GFM) has been set up in response to requests from visitors to the town for ways to donate. She addressed some of the problems with GFM, including the percentage that GFM takes and the fact that they need larger donations than may come in to GFM to meet the goals. She will give updates monthly and would like to have scheduling done in September. Phase 1 is budgeted at \$38,000. They currently have \$18,000 and \$10,000 of that is from a grant from Aspen Valley Land Trust and will be lost if the project is not completed by October. AVL will use this for supplies purchased tax-exempt. Dustin asked if there had been bids or a contract awarded. There was discussion about in-kind donations including excavation for foundation work, a 6-degree grading and installing a French drain. Money being raised could cover rental of equipment and it is hoped labor would be donated. Total cost is estimated at \$99,000. The first phase includes moving the building, doing the foundation work, installing the drain, excavating for the park entryway, beautification and landscaping and moving the jail onto the new foundation. Emma

explained that all funds remain with GFM until funds are dispersed, providing checks and balances. Discussion of different methods of fundraising and location for receiving donations followed. These included Go Fund Me, a separate bank account, the town account, and use of a QR code. Richard suggested some signage at Thompson Park to spread the word about the jail project, fundraising and how to donate. He will work on that. Other fundraising efforts, including photo opportunities, Jaimie's yoga and history walks followed. Ryan suggested cancelling the GFM, going with a town account at Alpine for this and future historical projects. Ron said that gifts to the town are not tax deductible. Ron will get the paperwork for a bank account to be signed by the board.

d. Mike Yellico requests Town Council authorization for park work, Mike – Mike said he has invested in tools and is averaging 30 hours a month to maintain the disc golf course, mainly clearing the fairways. He would like authorization to do that without going through the parks committee or developing a formal schedule as he does this when he can. Melissa Daniels has mapped the course. He would like to get marble dust to the tee box and needs to be able to fill buckets then drive to some of the holes. Additionally, he is willing to cut down trees in the park that need to come down. Dustin offered to help. Mike reported that he has not worked on the fairways for about three weeks and they are already getting overgrown. They are used for hikers as well. Ryan asked why Mike does not want to go through the Parks Committee. Mike said he does not want to contact the Parks Committee every time he goes to work on the course but the Parks Committee does not want anyone working down there without their approval. Richard said the Parks Committee invited Mike to the last meeting to try to work together but he did not attend. Ryan suggested waiting on permission to work the fairways until they see a map. Driving the marble dust can be part of that discussion. He said that safety in cutting the trees is a consideration.

e. Discussion on regulation changes on Beaver Lake – Jaimie sent some letters concerning the regulation changes to the board. Cyndi Fowler said there had been no communication from CPW and CPW have not attended any town meetings. The date for shutting down the lake was yesterday, Aug 2. There is currently no signage concerning the new regulations. Jaimie said the focus would be on education for the first year. Jaimie and Cyndi propose sending a letter from the town proposing a permit system. They plan to maintain operation since there has been no communication. Larry spoke to the length of time needed to develop a permit system. Cyndi said that CPW has permit systems in other locations. Larry spoke to the CPW's need to keep the lake a fishing lake and wildlife preserve due to the deeds. Jaimie and Cyndi plan to pull the deeds and feel that CPW has neglected their stewardship duty and have allowed the problems to develop. Emma would like to see the town take over management of the lake. Ryan feels leading with the permit proposal gives CPW an easy no and may lead to turning down the alternate ideas as well. The CPW Ron said the initial discussion suggested a four-entity management group which would include the Town of Marble, Gunnison County, CVEPA, and one other. This came from the augmentation discussions. Amber suggested reaching out to the group stating a willingness to pursue this. Mike said that he has had several conversations with John Groves about the lake. He also said that the lake is vastly overused and there is daily illegal camping. He asked why the sheriff is not more visible to deal with camping. He suggested contacting the county and trying to make the lake a recreational lake rather than a wildlife area. Tim Hunter said that the cost of fishing licenses will provide the funds necessary for CPW to manage this. He feels that trying to take over management for a lake that is outside of town limits could be a huge problem. Amber spoke to the impact use of the lake has on the town and the need for communication. She also said there is a wide range of

possibilities between CPW giving the town the lake and an IGA between the town and CPW. Dustin said enforcement of CPW rules is the responsibility of CPW rather than the sheriff. He suggested offering CPW a percentage of permit fees. Richard asked how the town would deal with the restrictions on the deed if the town takes over management. Angus spoke to being able to use the lake for water augmentation. He said that open dialog with CPW is key. Terry spoke to the fact that CPW is trying to respond to years' worth of complaints but are being told the town doesn't like those responses and to the fact that a year's education may not mean a year's worth of continuing to use the lake as it has been used but may mean a year of not being fined, but still being told to stop. Ryan asked for a board member to initiate contact with CPW. Amber said she would reach out. Tim Hunter suggested going above the CPW officer – go to the CPW office and get a face-to-face. Alie said she and Ron have been on a zoom call with Matt Yashimoto in which Ron invited him to a town meeting, giving several dates but Matt did not respond or attend. Jaimie said her intention with permits was to be able to teach classes with limited numbers.

G. Old business

a. Up-date on Marble Water Company (MWC) acquisition, Ron – Ron had three points: 1. Acquisition – there has been no movement since the Sept 2022 meeting. As it stands, the Town of Marble does not want to pay anything for the MWC. The MWC is still focused on Plan B. 2. They would like to meet with the town for the annual work session on Sept 14 at the Redstone Inn. 3. Ron read the legal notice from the July 19 Sopris Sun regarding getting a water line to East Marble. There is a public outreach meeting for this on Sept. 13 at the church. Amber asked if there could be a development of Plan B prior to the Sept. 14 meeting. Ron said the only viable idea is for an alternative well site. Angus if asked if MWC can apply for the grant without the approval of the town. Tony explained why they can but he said a USDA loan is the most expensive way to go.

b. Schedule work session dates for Marble Water Co and Gunnison County Commissioners – Ron – MWC: Sept. 14, Redstone Inn. County commissioners: Aug. 29, 6:00 p.m., for their annual meeting with the town and citizens.

c. Consider approval of Chain Consulting Master Plan contract, Ron - Ron explained that contract was negotiated in Feb. 2022 but it was never signed. Larry Good made a motion to approve the Chain Consulting Master Plan contract. Tony Petrocco seconded and the motion passed unanimously.

d. Consider approval of 2023 Short Term Rental licenses, Ron - Applications have been received from five STR owners and fees have been paid. Emma Bielski made a motion to approve the 2023 Short Term Rental licenses. Larry Good seconded and the motion passed unanimously.

e. Master Plan Committee – Ryan asked about the survey questions and Ron will send them to the board for their comments before the survey is sent out.

f. DOLA - Ryan asked about scheduling some training and funding possibilities, including the 1-2-3 funding. Ron will explore dates with Dana Hlavac, Department of Local Affairs, and come back with two or three options.

H. New Business

a. Review draft 2024 Budget, Ron - tabled

I. Adjourn – Tony Petracco made a motion to adjourn. Larry Good seconded and the motion passed unanimously. The meeting was adjourned at 9:50 p.m.

Respectfully submitted,

Terry Langley

Town of Marble
Deposit Detail-General Fund
August 2023

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
08/07/2023		Deposit	*General Fund -0240	1,485.42
		Deposit	Marble Fest	-1,485.42
TOTAL				-1,485.42
08/14/2023		Deposit	*General Fund -0240	1,965.00
		Deposit	Marble Fest	-1,965.00
TOTAL				-1,965.00
08/31/2023		Interest	*General Fund -0240	1.12
		Interest	Interest Income	-1.12
TOTAL				-1.12

Town of Marble
Deposit Detail-Money Market Fund
August 2023

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
08/03/2023		Deposit	Money Market -1084	19.61
		Deposit	Cigarette Tax	-19.61
TOTAL				-19.61
08/08/2023		Deposit	Money Market -1084	19,095.93
		Deposit	General Sales Tax	-19,095.93
TOTAL				-19,095.93
08/10/2023		Deposit	Money Market -1084	636.45
		Deposit	Property Taxes	-636.45
TOTAL				-636.45
08/30/2023		Deposit	Money Market -1084	9,054.76
		Deposit	Grant Revenue	-9,054.76
TOTAL				-9,054.76
08/30/2023		Deposit	Money Market -1084	1,515.39
		Deposit	Grant Revenue	-1,515.39
TOTAL				-1,515.39
08/31/2023		Interest	Money Market -1084	267.90
		Interest	Interest Income	-267.90
TOTAL				-267.90

Town of Marble
Deposit Detail-Campground Account
August 2023

Date	Name	Memo	Account	Amount
08/31/2023		Deposit	Campground Account -6981	8,876.38
		Deposit	Campground/Store Revenues	-8,210.06
		Deposit	Sales Tax	-976.99
		Deposit	Campground/Store Revenues	310.67
TOTAL				-8,876.38
08/31/2023		Interest	Campground Account -6981	6.38
		Interest	Interest Income	-6.38
TOTAL				-6.38

Town of Marble
Check Register
 August 3 through September 5, 2023

Num	Date	Amount
Alpine Bank 11712	09/05/2023	-3,000.00
Andy Manz 11724	09/05/2023	-287.40
Aspen Maintenance Supply LLC 11717	09/05/2023	-432.50
Brent Compton 11723	09/05/2023	-562.55
Cadfish 11718	09/05/2023	-270.00
Century Link 11713	09/05/2023	-253.34
Christina Siemon 11722	09/05/2023	-339.64
Copy Copy 11716	09/05/2023	-105.88
Holy Cross Electric	08/08/2023	-321.64
Law of the Rockies 11731	09/05/2023	-1,358.50
Lise Hornbach 11721	09/05/2023	-13.20
Marble Hub 11730	09/05/2023	-6,831.48
Marble Water Company 11715	09/05/2023	-310.00
Mountain Pest Control, Inc. 11714	09/05/2023	-262.00
Ragged Enterprises, LLC 11729	09/05/2023	-157.50
Redi Services LLC 11719	09/05/2023	-1,815.00
Richard Wells 11710	08/28/2023	-443.65
Roaring Fork Rentals 11732	09/05/2023	-389.00
Ron Leach 11720	09/05/2023	-263.46
United States Treasury E-pay	09/05/2023	-2,946.58
Valley Garbage Solution, LLC 11735	09/05/2023	-573.71

09/05/23

Town of Marble Payroll Report September 2023

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Type</u>	<u>Amount</u>
United States Treasury 09/05/2023	E-pay	United States Treasury	Liability Check	-2,946.58
Total United States Treasury				-2,946.58
Alie O Wettstein 09/01/2023	11725	Alie O Wettstein	Paycheck	-1,976.25
Total Alie O Wettstein				-1,976.25
Charles R Manus 09/01/2023	11726	Charles R Manus	Paycheck	-1,284.56
Total Charles R Manus				-1,284.56
Richard B Wells 09/05/2023	11734	Richard B Wells	Paycheck	-2,901.76
Total Richard B Wells				-2,901.76
Ronald S Leach 09/01/2023	11727	Ronald S Leach	Paycheck	-3,585.09
Total Ronald S Leach				-3,585.09
Theresa A Langley 09/01/2023	11728	Theresa A Langley	Paycheck	-243.18
Total Theresa A Langley				-243.18
TOTAL				-12,937.42

Town of Marble
Budget vs. Actual
January through December 2023

	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
Income				
Intergovernmental				
Grant Revenue	10,570.15	12,500.00	-1,929.85	84.6%
Cigarette Tax	137.72	200.00	-62.28	68.9%
Colorado Trust Fund	0.00	0.00	0.00	0.0%
General Sales Tax	71,623.04	164,000.00	-92,376.96	43.7%
Highway Use Tax (HUTF)	11,535.63	10,000.00	1,535.63	115.4%
Mineral Lease Distribution	0.00	2,000.00	-2,000.00	0.0%
Severance Tax	0.00	5,000.00	-5,000.00	0.0%
Total Intergovernmental	93,866.54	193,700.00	-99,833.46	48.5%
Licenses & Permits				
Short term rental Licenses	200.00	500.00	-300.00	40.0%
Building Permits	4,205.50	4,000.00	205.50	105.1%
Business Licenses	800.00	1,200.00	-400.00	66.7%
Other Licenses & Permits	2,050.00	500.00	1,550.00	410.0%
Septic Permits	1,023.00	3,000.00	-1,977.00	34.1%
Total Licenses & Permits	8,278.50	9,200.00	-921.50	90.0%
Other Revenue				
Marble Fest	25,230.42	24,000.00	1,230.42	105.1%
Campground/Store Revenues	34,055.65	45,000.00	-10,944.35	75.7%
CSQ Lease Agreement	18,683.84	30,000.00	-11,316.16	62.3%
CSQ Maintenance Payments	2,400.00	3,600.00	-1,200.00	66.7%
Donations	0.00	2,000.00	-2,000.00	0.0%
Holy Cross Electric Rebates	465.78	500.00	-34.22	93.2%
Interest Income	6,586.10	500.00	6,086.10	1,317.2%
Lead King Loop Project	0.00	1,000.00	-1,000.00	0.0%
Non-Specified	1,002.78	2,000.00	-997.22	50.1%
Parking Program Revenue	0.00	5,100.00	-5,100.00	0.0%
SGB Lease Agreement	0.00	2,800.00	-2,800.00	0.0%
Transfers (In) Out	0.00	1,000.00	-1,000.00	0.0%
Total Other Revenue	88,424.57	117,500.00	-29,075.43	75.3%
Property Taxes	33,486.17	30,100.00	3,386.17	111.2%
Total Income	224,055.78	350,500.00	-126,444.22	63.9%
Gross Profit	224,055.78	350,500.00	-126,444.22	63.9%
Expense				
General Government				
Master Plan	3,067.16	24,500.00	-21,432.84	12.5%
Building Maint.	1,915.95	10,000.00	-8,084.05	19.2%
Vehicle Expenses	464.95	0.00	464.95	100.0%
Grant Expenditures	1,500.00			
Campground Expenses	19,734.93	25,000.00	-5,265.07	78.9%
Church Rent	0.00	500.00	-500.00	0.0%
Civic Engagement Fund	0.00	1,500.00	-1,500.00	0.0%
Dues & Subscriptions	316.00	500.00	-184.00	63.2%
Elections	306.00			
Lead King Loop Project	0.00	5,000.00	-5,000.00	0.0%
Legal Publication	0.00	1,000.00	-1,000.00	0.0%
Marble Fest Expense	21,495.36	23,000.00	-1,504.64	93.5%
Office Expenses	15,337.76	14,000.00	1,337.76	109.6%
Parking Program Expenses	1,013.61	5,000.00	-3,986.39	20.3%
Recycle Program	1,489.76	3,000.00	-1,510.24	49.7%
Treasurers Fees	0.00	500.00	-500.00	0.0%
Unclassified	3,970.32			
Workshop/Travel	891.23	2,000.00	-1,108.77	44.6%
Total General Government	71,503.03	115,500.00	-43,996.97	61.9%

	<u>Jan - Dec 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Other Purchased Services				
Earth Day Expenses	2,598.02			
Liability & Worker Comp Insc	6,271.71	7,000.00	-728.29	89.6%
Utilities	2,181.95	4,000.00	-1,818.05	54.5%
Total Other Purchased Services	<u>11,051.68</u>	<u>11,000.00</u>	<u>51.68</u>	<u>100.5%</u>
Park Fund Expenses				
Historical Park Pres. Planning	0.00	1,000.00	-1,000.00	0.0%
Jail Preservation Grant Match	0.00	5,000.00	-5,000.00	0.0%
Maintenance - Park Fund	10,633.52	20,500.00	-9,866.48	51.9%
Park Fund Expenses - Other	0.00	0.00	0.00	0.0%
Total Park Fund Expenses	<u>10,633.52</u>	<u>26,500.00</u>	<u>-15,866.48</u>	<u>40.1%</u>
Purchased Professional Services				
Audit	0.00	10,000.00	-10,000.00	0.0%
Engineering-Water Augmentation	0.00	500.00	-500.00	0.0%
Engineering Services & Insp.	6,595.00	4,000.00	2,595.00	164.9%
Legal - General	6,978.17	20,000.00	-13,021.83	34.9%
Municipal Court	0.00	1,500.00	-1,500.00	0.0%
Total Purchased Professional Services	<u>13,573.17</u>	<u>36,000.00</u>	<u>-22,426.83</u>	<u>37.7%</u>
Roads				
Snow & Ice Removal	52,796.25	30,000.00	22,796.25	176.0%
Street Maintenance	4,017.93	15,000.00	-10,982.07	26.8%
Total Roads	<u>56,814.18</u>	<u>45,000.00</u>	<u>11,814.18</u>	<u>126.3%</u>
Wages & Benefits				
FICA/Medicare	10,486.62	8,000.00	2,486.62	131.1%
Total Wages	88,223.42	110,000.00	-21,776.58	80.2%
Wages & Benefits - Other	468.42	0.00	468.42	100.0%
Total Wages & Benefits	<u>99,178.46</u>	<u>118,000.00</u>	<u>-18,821.54</u>	<u>84.0%</u>
Total Expense	<u>262,754.04</u>	<u>352,000.00</u>	<u>-89,245.96</u>	<u>74.6%</u>
Net Income	<u>-38,698.26</u>	<u>-1,500.00</u>	<u>-37,198.26</u>	<u>2,579.9%</u>

Marble Charter School
418 W. Main St.
Marble, CO 81623
970-963-9550 phone 970-963-8435 fax
www.leadkingloop25k.com

August 29, 2023

Dear Town of Marble Council,

The Marble Charter School Lead King Loop Charity Race committee has been planning for the 20th Annual Lead King Loop Charity Race. This year, we plan to have the 25k hike/running race and reinstate the 2.5k kids race, which will take place on Sunday, September 18th. To hold this event, we are working directly with the White River National Forest Service and Aspen Valley Land Trust to ensure that all permits, liability coverage, etc., are in place for this event. In addition, we have hired HAL Sports out of Denver to handle all our in-person registration and timing at the start/finish line to limit the volunteers needed on-site and to help with the smooth transitions that take place during this event.

Our mission as a charity race is to provide a sustainable and substantial fundraiser for the Marble Charter School while providing the most runner and sponsor-friendly trail run in the region. Our reputation over the past 21 years has allowed the Lead King Loop Charity Race to remain a part of a 6-race series in the state of Colorado—Colorado Mountain Half Marathon Series.

The Marble Charter School community has directed the race since its inception. We are passionate about our community school and showcasing our beautiful valley and state. Many things make us unique in today's growing trail-running scene:

- We are volunteer-based, and all proceeds go directly to the school
 - Our volunteers consist of MCS students, their families, and community members.
 - Parking is a priority for this event and will be managed to limit the impact on the town and its residents.
 - Slow Groovin' BBQ has committed to providing boxed lunches to participants and volunteers.
 - We provide six aide stations that are completely manned by volunteers and have the Carbondale Rural Fire Department on site for any possible injuries.
 - A "sweep" crew sweeps the course to collect all signage and trash along the race route.
- Donating to our small but growing school greatly impacts 100% of our school population.
- The money raised will go directly to student needs. Examples include funding scholarships for student supplies and lunches, technology, teaching supplies, physical fitness, and academic curriculum needs.

We are confident that you will choose to support us in this crucial fundraiser for the Marble Charter School. Thank you for your past patronage of this event. We sincerely hope that the Town of Marble will continue its support of the Marble Charter School and this much-needed funding.

Please do not hesitate to contact us with any questions that you may have.

Sincerely,

The Lead King Loop Charity Race Committee
Marble Charter School
970-963-9550
marblecharter@gunnisonschools.net

Marble Charter School teaches a growth mindset in a unique and nurturing environment while exceeding state standards.

Application for a Special Events Permit

Departmental Use Only

State Only Permit/State Property

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- | | | |
|------------------------------------|---|---|
| <input type="checkbox"/> Social | <input checked="" type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB	Type of Special Event Applicant is Applying for:	
2110	<input type="checkbox"/> Malt, Vinous And Spirituous Liquor	\$25.00 Per Day
2170	<input checked="" type="checkbox"/> Fermented Malt Beverage	\$10.00 Per Day

DO NOT WRITE IN THIS SPACE

Liquor Permit Number _____

1. Name of Applicant Organization or Political Candidate State Sales Tax Number (Required)
Marble Charter School, Lead King Loop Race *09803384*

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)
*412 W. Main St.
 Marble, CO 81623*

3. Address of Place to Have Special Event (include street, city/town and ZIP)
*212 E. Main St.
 Marble, CO 81623*

4. Authorized Representative of Qualifying Organization or Political Candidate Date of Birth Phone Number
Karly Anderson *06/08/84* *970-456-2994*

Authorized Representative's Mailing Address (if different than address provided in Question 2.)
37 Silver Vein Dr., Marble, CO 81623

5. Event Manager Date of Birth Phone Number
Same ↑

Event Manager Home Address (Street, City, State, ZIP) Email Address of Event Manager

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?
 No Yes How many days? _____

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?
 No Yes License Number _____

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Date	Date	Date	Date
<i>9-17-23</i>				
Hours From <i>6a</i> .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To <i>3 P</i> .m.	To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature *[Signature]* Title *Office Admin.* Date *10/29/23*

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) City County Telephone Number of City/County Clerk

Signature _____ Title _____ Date _____

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			Total
License Account Number	Liability Date	State	
		-750 (999)	\$.

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- Appropriate fee.
- Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- Copy of deed, lease, or written permission of owner for use of the premises.
- Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- If not incorporated, a NONPROFIT charter; **or**
- If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.



QUIT CLAIM DEED

KELLY LYON ("Grantor") whose legal address is P.O. Box 110, Silt, Colorado 81652-0110, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and quit claims to CAROL L. PARKER and PHILLIP M. COLLINS, as joint tenants with rights of survivorship, whose legal address is 420 West Silver St., Marble, Colorado 81623 (collectively the "Grantee"), all of his interest in the following real property in the County of Gunnison, State of Colorado, to wit:

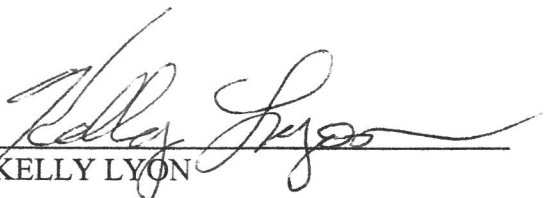
Block 36, Lots 1 through 7, all inclusive, Town of Marble.
Assessor Parcel No. 2917-264-05-001.
COUNTY OF GUNNISON, STATE OF COLORADO

also known by street and number as: 22 W. Park St., Marble, CO 81623.

EXCEPT the following reservations as contained in United States Patent recorded November 7, 1892 in Book 101 at Page 91: (a) the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law. (b) a right of way for ditches or canals constructed by the authority of the United States.

Together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto pertaining, and all the estate, right, title, interest, and claim whatsoever either in law or equity.

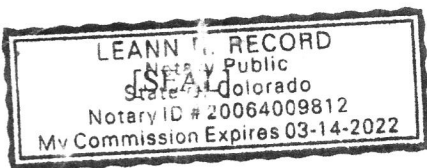
Signed this 29 day of May, 2018.


By: 
KELLY LYON

STATE OF COLORADO)
) ss
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this 29th day of May, 2018 by Kelly Lyon.

Witness my hand and official seal.
My Commission Expires: 3.14.2022




Notary Public

*** Consideration less than \$500; no documentary fee required ***



Marble Charter School is a public charter school authorized by the State of Colorado as a part of the Gunnison Watershed School District RE 1J. As such, it is a non-profit organization under the provisions of the Internal Revenue Service Code Section 501(c) 3 #84-6013483.

DR 0100 (02/16/11)
 COLORADO DEPARTMENT OF REVENUE
 DENVER CO 80261-0013

CERTIFICATE OF EXEMPTION FOR STATE SALES/USE TAX ONLY

**THIS LICENSE IS
 NOT TRANSFERABLE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION	ISSUE DATE
09803384	G 120180	May 14 2012

800 N BOULEVARD ST
 GUNNISON, CO 81230



GUNNISON WATERSHED SCHOOL DIST RE 1J
 800 N BOULEVARD ST
 GUNNISON CO 81230-2825

Executive Director
 Department of Revenue

Marble Charter School

412 W. Main Street

Marble, CO 81623

Tel: 970-963-9550 Fax: 970-963-8435

Email: marblecharter@gunnisonschools.net

EIN # 26-0317428

Marble Charter School is a school duly chartered by
Gunnison Watershed School District for the purposes of tax exemption.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

7

MARBLE CHARTER SCHOOL INC
412 W MAIN ST
MARBLE, CO 81623

Employer Identification Number:

26-0317428

DLN:

17053163026047

Contact Person:

MARY ASHLINE

ID# 95183

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

June 30

Public Charity Status:

170(b)(1)(A)(ii)

Form 990 Required:

Yes

Effective Date of Exemption:

March 2, 2007

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

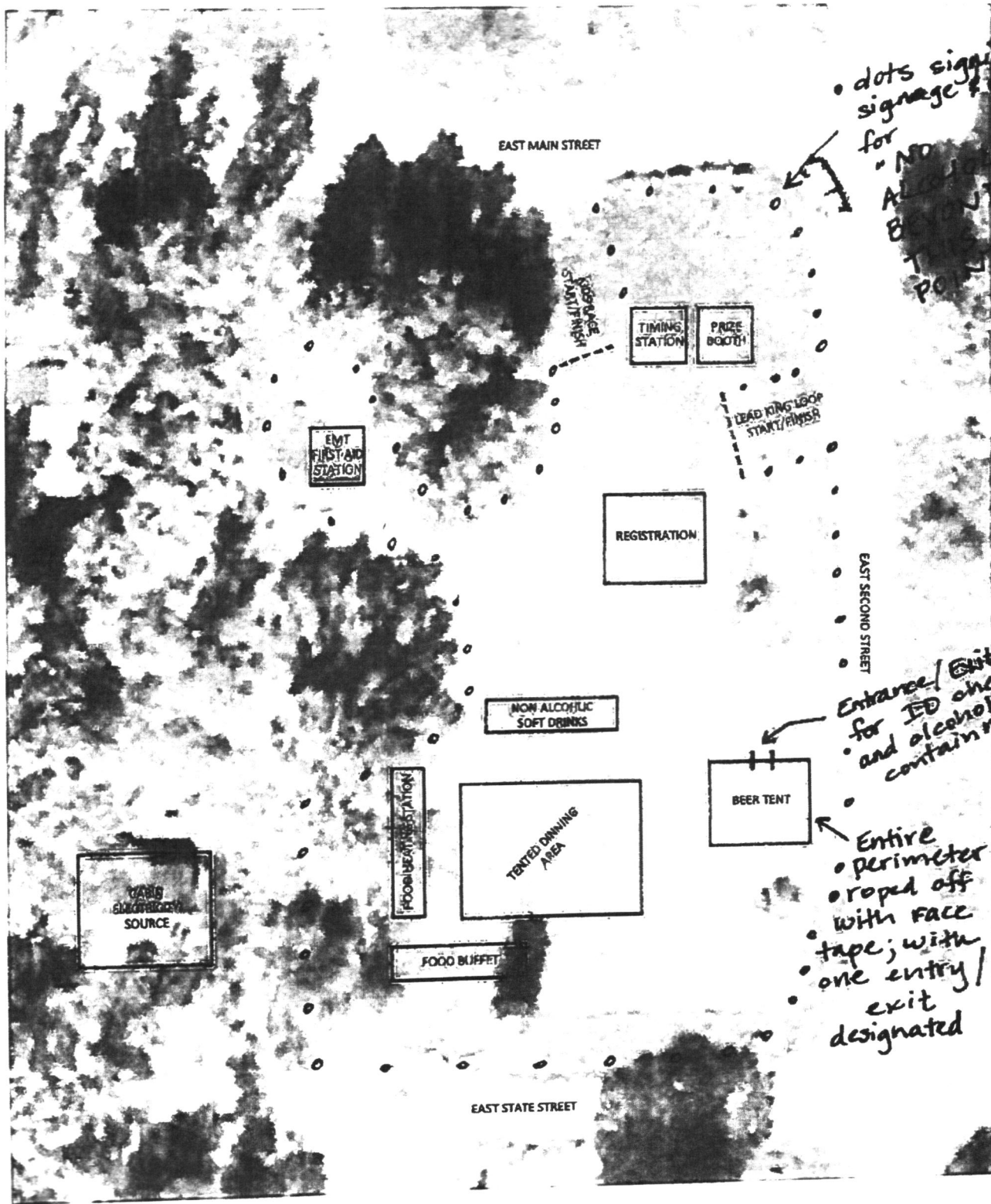
We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

EXHIBIT MAP MAP OF.
LEAD KING LOOP RACE HEADQUARTERS LAYOUT



dots signify signage & cones for "NO ALCOHOL BEYOND POINT"

Entrance/Exit for ID check and alcohol containment

Entire perimeter roped off with face tape; with one entry/exit designated

SCALE 1" = 40'

19156 EXHIBIT.DWG



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies, Inc. 1125 17th Street, Suite 1450 Denver CO 80202	CONTACT NAME: Kristy Brown PHONE (A/C, No, Ext): (720) 279-3400 E-MAIL ADDRESS: Kristy.Brown@bbrown.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		
INSURED Gunnison Watershed School District RE1J 800 N Boulevard St. Gunnison CO 81230	INSURER A: American Family Home Insurance Company		NAIC # 41190
	INSURER B: Pinnacol Assurance		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 23-24 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7NA5CP0000556-02	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			7NA5CA0000480-02	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured/Underinsured \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7NA5FF0000466-02	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4211000	07/01/2023	07/01/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Educators Legal Liability			7NA5CP0000556-02	07/01/2023	07/01/2024	Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance CO	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

MARBLE PARK MEMORANDUM OF UNDERSTANDING

THIS MARBLE PARK MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into this 8 day of April, 2018 (the "Effective Date"), by and between the Marble Charter School (the "School") and the Aspen Valley Land Trust, a Colorado nonprofit corporation ("AVLT") (collectively, referred to as the "Parties" and individually, as a "Party").

A. Purpose and Duration. AVLT is under consideration for the donation of the Marble Park, described as Lots F, G, H, I, K, L, M, N, O, P and Q, Block 15, Town of Marble, according to the plat recorded October 2, 1975 at Reception No. 307946, also known as 212 E. Main Street, Marble, CO 81623 ("Property"). During the past 22 years, the School has used the Property for its outdoor classroom activities. The Parties have entered into this MOU for the purpose of establishing certain terms, conditions, and obligations regarding the School's use and maintenance of the Property. This MOU shall remain in effect until jointly amended by the Parties or until execution by the Parties of any subsequent agreement that may be intended to replace the MOU. This MOU does not prohibit the Parties from entering into additional agreements as mutually desired. The School's use of the property is at the sole discretion of AVLT and may be discontinued if AVLT feels necessary.

B. Property Donation. By executing this MOU, AVLT hereby confirms that it has accepted the donation of the Property, and that there are no restrictions of title on the Property that would interfere with the School's desired uses of the Property. It is also the understanding of the Parties that:

- 1) The Property shall be forever owned by an educational institution, charity, nongovernmental entity or nonprofit entity.
- 2) The Property shall be forever maintained as open space with only low-impact recreational features and improvements permitted, including but not limited to ball fields, swing set and playground, fencing, picnic areas, signs and sign kiosks, and an irrigation pump house. Residential and commercial structures or improvements shall be prohibited on the Property. Permanent roofed structures or buildings are prohibited, except as permitted by this paragraph.
- 3) The Property shall be forever made available to the public for as much of the year as is possible, barring any temporary safety or maintenance closures, and in particular shall be open to and available for use by the local school, which at the time of conveyance is the Marble Charter School.
- 4) The Property shall not be permitted to be developed or used for parking, except around the perimeter, including one row of angle or perpendicular parking on the south side of the Property.

These restrictions shall run with the land and burden and bind all future successor owners of the Property.

The public's use of the Property shall not be prohibited or impaired by the terms of this MOU, except as occasionally and temporarily necessary for property maintenance, safety reasons, hosting of certain events, and other approved purposes.

C. Use of Property. The School shall be entitled to use the Property consistent with its historical practices at no charge to meet the needs of the School and its education programs. In addition, the School may stage one public fundraising event per year on the Property in a manner and on a date annually mutually agreed upon by the Parties, which may include use of the Property over a 3-4 day period as necessary to set up, host and break down the event, provided that this use may be subject to a use fee to help offset AVLT's costs of ownership and impact to the Property, as determined annually. In addition, the School may use the Property for special events subject to agreement with AVLT and additional fees as deemed appropriate by AVLT at the time. The right for the School to use the Property shall be for as long as AVLT owns the Property or as long as AVLT agrees, subject to the terms and conditions specified herein. Additional use of the Property by the School shall be at the sole discretion of AVLT, as Property availability and capacity allow.

D. Management Fund. AVLT is in the process of raising \$100,000 for a restricted land management fund, which may be used for payment of taxes and insurance, and routine and special maintenance of the Property. AVLT agrees to repay the School for all approved hard costs incurred by the School in maintaining the Property and its improvements, provided there are sufficient funds remaining in the Management Fund for this purpose.

E. Indemnification. To the extent permitted by law, the School shall indemnify and hold AVLT harmless from and against any liability for personal injury or property damage, including, without limitation, all attorney's fees and costs arising out of any acts undertaken under or pursuant to the Use Agreement or this MOU by the School or anyone using the Property with the express or implied consent of the School, including undertaking emergency or non-emergency management, maintenance, construction, or hazard mitigation. The School does not intend by this provision to waive or limit any rights or defenses against liability available to them 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.

F. Liability Insurance. The Parties shall each maintain liability insurance, with limits recommended by their respective insurance carriers. The School shall name AVLT as an additional insured for all activities or events undertaken on the Property.

G. Right of First Refusal. In the event that AVLT desires to sell the Property, the School shall have a first right of refusal to purchase the Property at its appraised value, or to match the highest price offered, whichever is higher.

H. Signatures. In witness whereof, the Parties, through their authorized representatives, have executed this MOU on the date set forth above and certify that they have read, understood, and agree to the terms and conditions of this MOU as set forth herein. This MOU may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same.

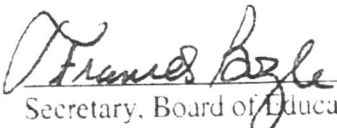
ASPEN VALLEY LAND TRUST


Suzanne Stephens, Executive Director

MARBLE CHARTER SCHOOL


Amy J. Rusby, Director

ATTEST:


Secretary, Board of Education

**COLORADO LIQUOR CODE – SPECIAL EVENT PERMITS
ARTICLE 5, TITLE 44, C.R.S.**

Revised 9/2020

This copy of the Colorado Liquor Code – Special Event Permits is provided as a convenience to the public by the Liquor Enforcement Division and does not constitute an official publication. The official version of the Colorado Liquor Code – Special Event Permits can be found on the Colorado General Assembly website, <https://leg.colorado.gov/colorado-revised-statutes>.

44-5-101. Special licenses authorized	1
44-5-102. Qualifications of organizations for permit	1
44-5-103. Grounds for issuance of special permits	2
44-5-104. Fees for special permits	2
44-5-105. Restrictions related to permits.....	2
44-5-106. Grounds for denial of special permit.....	2
44-5-107. Applications for special permit.....	2
44-5-108. Exemptions	3

44-5-101. Special licenses authorized.

(1) The state or local licensing authority, as defined in articles 3 and 4 of this title 44, may issue a special event permit for the sale, by the drink only, of fermented malt beverages, as defined in section 44-4-103, or the sale, by the drink only, of malt, spirituous, or vinous liquors, as defined in section 44-3-103, to organizations and political candidates qualifying under this article 5, subject to the applicable provisions of articles 3 and 4 of this title 44 and to the limitations imposed by this article 5.

(2) For purposes of this article 5, a state institution of higher education includes each principal campus of a state system of higher education.

44-5-102. Qualifications for permit

(1) A special event permit issued under this article 5 may be issued to:

(a) An organization, whether or not presently licensed under articles 3 and 4 of this title 44, that:
(I) Has been incorporated under the laws of this state for purposes of a social, fraternal, patriotic, political, educational, or athletic nature, and not for pecuniary gain;

(II) Is a regularly chartered branch, lodge, or chapter of a national organization or society organized for the purposes specified in subsection (1)(a)(I) of this section and is nonprofit in nature;

(III) Is a regularly established religious or philanthropic institution; or

(IV) Is a state institution of higher education;

(b) A political candidate who has filed the necessary reports and statements with the secretary of state pursuant to article 45 of title 1; or

(c) Any municipality, county, or special district.

(2) Repealed.

(3) Notwithstanding any law to the contrary, and subject to this article 5, the state or local licensing authority may issue a special event permit to a state agency, the Colorado wine industry development board, created in section 35-29.5-103, or an instrumentality of a municipality or county that promotes:

(a) Alcohol beverages manufactured in the state; or

(b) Tourism in an area of the state where alcohol beverages are manufactured.

44-5-103. Grounds for issuance of special permits.

(1) (a) A special event permit may be issued under this section notwithstanding the fact that the special event is to be held on premises licensed under the provisions of section 44-3-403, 44-3-404, 44-3-413 (3), 44-3-418, 44-3-419, or 44-3-424. The holder of a special event permit issued pursuant to this subsection (1) is responsible for any violation of article 3 of this title 44.

(b) If a violation of this article 5 or article 3 of this title 44 occurs during a special event wine festival and the responsible licensee can be identified, such licensee may be charged and the appropriate penalties may apply. If the responsible licensee cannot be identified, the state licensing authority may send written notice to every licensee identified on the permit applications and may fine each the same dollar amount. The fine shall not exceed twenty-five dollars per licensee or two hundred dollars in the aggregate. No joint fine levied pursuant to this subsection (1)(b) shall apply to the revocation of a limited wineries license under section 44-3-601.

(2) Nothing in this article 5 shall be construed to prohibit the sale or dispensing of malt, vinous, or spirituous liquors on any closed street, highway, or public byway for which a special event permit has been issued.

44-5-104. Fees for special permits.

(1) Special event permit fees are:

(a) Ten dollars per day for a malt beverage permit;

(b) Twenty-five dollars per day for a malt, vinous, and spirituous liquor permit.

(2) All fees are payable in advance to the department for applications for special event permits submitted to the state licensing authority for approval.

44-5-105. Restrictions related to permits.

(1) Each special event permit shall be issued for a specific location and is not valid for any other location.

(2) A special event permit authorizes sale of the beverage or the liquors specified only during the following hours:

(a) Between the hours of five a.m. of the day specified in a malt beverage permit and until twelve midnight on the same day;

(b) Between the hours of seven a.m. of the day specified in a malt, vinous, and spirituous liquor permit and until two a.m. of the day immediately following.

(3) The state or a local licensing authority shall not issue a special event permit to any organization for more than fifteen days in one calendar year.

(4) No issuance of a special event permit shall have the effect of requiring the state or local licensing authority to issue such a permit upon any subsequent application by an organization.

(5) Sandwiches or other food snacks shall be available during all hours of service of malt, spirituous, or vinous liquors, but prepared meals need not be served.

44-5-106. Grounds for denial of special permit.

(1) The state or local licensing authority may deny the issuance of a special event permit upon the grounds that the issuance would be injurious to the public welfare because of the nature of the special event, its location within the community, or the failure of the applicant in a past special event to conduct the event in compliance with applicable laws.

(2) Public notice of the proposed permit and of the procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least ten days before approval of the permit by the local licensing authority.

44-5-107. Applications for special permit.

(1) Applications for a special event permit shall be made with the appropriate local licensing authority on forms provided by the state licensing authority and shall be verified by oath or affirmation of an officer of the organization or of the political candidate making application.

(2) In addition to the fees provided in section 44-5-104, an applicant shall include payment of a fee

Town of Marble
Ordinance Number ___
Series of 2023

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP BY REZONING LOTS 4
AND 5, BLOCK 3, MARBLE SKI AREA FILING NO. 1, FROM RESIDENTIAL TO
BUSINESS

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 (“Board”) is authorized by statute to regulate the uses of property within the Town’s boundaries, C.R.S. § 31-23-301, *et seq.*;
- C. The Town has adopted the Town of Marble Zoning Code (“Zoning Code”) and the Official Zoning Map (“Zoning Map”), *see* Ordinance No. 5, Series of 2000;
- D. The Town has adopted a Master Plan, *see* Ordinance No. 4, Series of 2000;
- E. The Zoning Code and Zoning Map created three use zones within the Town: Residential, Business, and Public Use;
- F. In accordance with C.R.S. § 31-23-304, the Zoning Code provides a procedure to amend the Zoning Map by changing a parcel of land from one zone to another, *see* Chapter 7.5;
- G. In accordance with Section 7.5.10 of the Zoning Code, an application (the “Application”) was filed by the owners (the “Applicants”) of Lots 4 and 5, Block 3, Marble Ski Area Filing No. 1 (the “Property”) to rezone the Property from Residential To Business;
- H. In accordance with Section 7.5.20 of the Zoning Code, the Board, which also sits as the Planning Commission, held a public hearing on the application on April 6, 2023, and May 18, 2023;
- I. At the public hearing, the Board received comment in support of the Application from multiple members of the community, and comment in opposition to the Application from neighbors Mike Evans and Jeff Evans.
- J. Based on the findings set forth below, on July 6, 2023, the Board, which sits as the Planning Commission, voted to approve the rezoning application;
- K. FINDINGS:
 - 1. In accordance with Section 7.5.60.A of the Zoning Code, the Applicants have paid the requisite application fee and ordinance fee.
 - 2. Notice of the public hearing was provided in accordance with Section 7.5.20 of the Zoning Code.

3. The subject property is not located within two miles of a telecommunications research facility of the United States, *see* C.R.S. § 30-11-605.
4. Zoning regulations must be “for the purpose of promoting health, safety, morals, or the general welfare of the community,” C.R.S. § 31-23-101(1). Approval of the Application, subject to the terms and conditions set forth in this Ordinance, will promote the health, safety, morals, or general welfare of the community.
5. Zoning changes “shall be made in accordance with a comprehensive plan.” C.R.S. § 31-23-303(1). Reasonable conditions may be imposed as part of the rezoning in order to prevent adverse impact to neighbors, ensure compliance with a master plan, and negate the otherwise potentially illegality of a spot zoning. *See King's Mill Homeowners Ass'n, Inc. v. City of Westminster*, 557 P.2d 1186 (Colo. 1976).
6. The Property is currently zoned as residential. It is bordered on the north, east and west by residential uses. However, to the southwest is a commercial parcel (The Marble Gallery), and to the southeast is the Mill Site Park.
7. Approval of the Application, subject to the terms and conditions set forth in this Ordinance, will be consistent with the existing Master Plan. In particular, such approval will be consistent with the following provisions of the Master Plan:
 - i. “The Town of Marble will endeavor to keep the Town a Community where the citizens are free to pursue their own lifestyle, where there can be a diversity of choices, where citizens can remain independent and respect the natural environment. Marble must be a place where neighbors are tolerant and respectful of other's choices and where there is a minimum of governmental interference.”
 - ii. “The Town should adopt zone districts that are based on encouraging a range of uses, as opposed to a more urban land use pattern which creates strong boundaries between residential and commercial land uses. A more “mixed use” approach appears to fit the landscape of Marble in a more consistent fashion than traditional zoning approaches.”
 - iii. “There is currently very little commercial activity available to those who visit the valley. While few in Marble want the community to transition into a major tourist community, some would like to encourage more small business activity and low-impact tourism.”
 - iv. “A majority of the land in the Marble Planning Area is used for single family residential purposes, and almost no land is used for commercial purposes. There are four (4) commercial lots in the Town: the General Store, the RV/camping site, the Beaver Lake Lodge, and the Piffer building.” The existing commercial uses at the time the Master Plan was adopted were scattered throughout Town, not segregated in a specific single “commercial zone.” There is virtually no land within the Town currently zoned as “Business” where the Applicants could locate the business that they desire to conduct on the subject Property.
8. The Board has considered the issue of “spot zoning,” as it relates to the Application, and is mindful of the fact that the Property was previously the subject of a

similar rezoning application in 2009, and that the Board of Trustees denied that application on the basis that it would constitute impermissible spot zoning. *See* Ordinance 2009-1. The Board received correspondence from the Applicants’ attorney regarding the spot zoning issue, which is part of the record in this matter. The Board’s decision on this issue is not premised on the arguments made in that letter, many of which the Board disagrees with. Nevertheless, while the Application does result in small parcel being subject to restrictions on use that are different from the restriction imposed on surrounding property, the Board finds that because the rezoning, subject to the terms and conditions of this Ordinance, is consistent with the Master Plan, approval of the Application on the terms set forth in this Ordinance will not constitute impermissible spot zoning. *Whitelaw v. Denver City Council, 2017 COA 47.*

9. Section 7.1.20.A of the Zoning Code states: Changes in zones shall be made on the Official Zoning Map within five (5) days following the effective date of the ordinance enacting such amendments or changes. Changes in the Official Zoning Map shall be indicated by an entry on the Official Zoning Map as follows: “On (date) by official action by the Board of Trustees, the following change(s) were made in the Official Zoning Map (brief description of the nature of the change).” Said entry shall be signed by the Mayor and attested by the Town Clerk. A change in zone shall not be effective until after such change and entry have been made on said map.

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

1. The Official Zoning Map of the Town of Marble shall be amended to change the zoning of LOTS 4 AND 5, BLOCK 3, MARBLE SKI AREA FILING NO. 1 from Residential to Business.

2. Approval of the rezoning of the Property from Residential to Business does not constitute approval of every aspect of the Applicants’ proposed land use plans presented to the Board during this proceeding. Applicants’ use of the Property shall comply with all applicable ordinances and regulations of the Town, including all applicable zoning and building codes and OWTS regulations, in addition to the terms and condition in this Ordinance. In particular:

i. At this time, residential use is not allowed within the Business Zone. Applicants shall not use the Property for residential purposes unless and until such uses are allowed by the Zoning Code.

ii. The Application indicated that a porta-potty would be located on site to serve customers. The Board expressly disapproves of such proposed land use. Bathroom facilities must be provided in accordance with the terms and conditions below.

3. Terms and Conditions. Use of the Property for business purposes shall be subject to the following terms and conditions:

i. For any business activity that involves allowing customers and potential customers onto the Property, the Applicants must provide an ADA compliant bathroom

facility available to customers and other guests that complies with the requirements of the Town's building and OWTS regulations.

ii. All representations by the Applicants during this proceeding limiting the scope of the proposed use of the Property for a 4x4 vehicle tour business shall be conditions of approval. Without limiting the generality of the foregoing, the use of the Property for the proposed 4x4 vehicle tour business shall be subject to the following conditions:

- a. The existing "pole barn" shall remain available for parking tour vehicles. Except for temporary staging during the tour season, tour vehicles shall be parked in the pole barn.
- b. A minimum of 10 off-street parking spaces shall be provided for tour customers and walk-in customers, including two ADA accessible parking spaces.
- c. Employee parking spaces shall be provided in a number equivalent to the maximum number of employees that will be working concurrently on Property or driving tour vehicles.
- d. Customer parking and tour vehicle staging shall be south of the residential structure (between the residential structure and Park St.).
- e. Tours will begin staging no earlier than 8am and will depart no later than 4pm.
- f. Tour guests will not exceed 1,700 per year.
- g. Tour vehicle departures shall not exceed 10 per day.

iii. Use of the Property for the proposed 4x4 vehicle tour business shall require a business license issued by the Town, and shall be subject to any terms and conditions imposed therein. Use of the Property for a business that is different from the 4x4 vehicle tour business would also require a business license and would be required to comply with all applicable Town codes and regulation in effect at that time.

iv. Prior to commencing business activity, Applicants shall submit to the Town a landscaping plan prepared by a professional landscape planner, that includes a site plan depicting the residence/business structure under construction, the neighboring residence to the east, existing vegetation with 20 feet of the eastern property boundary, and proposed vegetation to be planted within 20 feet of the eastern property boundary to create an effective visual screen between the proposed business operations and the residence to the east. The plan shall include a schedule including the types and sizes of vegetation to be installed. Once the plan is approved by the Town, the applicants shall install and maintain the vegetative screen in accordance with the approved plan. Upon approval of the installation by the Town, the Applicants may commence business operations (subject to compliance with all other applicable requirements).

v. The Applicants shall reimburse the Town for all fees incurred in processing the Application in accordance with the Town Code.

4. The Applicants shall hire a professional general contract to oversee all construction on the subject property and shall provide the name and contact information of such contractor to the Town within 14 days of the effective date of this Ordinance.

5. Within five days following the effective date of this Ordinance, the Official Zoning Map shall be amended to reflect this change. The Mayor and Town Clerk shall make an entry on the Official Zoning Map as follows: “On July 6, 2023, by official action by the Board of Trustees, the following change was made in the Official Zoning Map: LOTS 4 AND 5, BLOCK 3, MARBLE SKI AREA FILING NO. 1 was rezoned from Residential to Business.” Such entry shall be signed by the Mayor and attested by the Town Clerk.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED BY TITLE ONLY this 6th day of July, 2023, by a vote of ____ in favor and ____ opposed.

TOWN OF MARBLE:

ATTEST:

Ryan Vinciguerra, Mayor

Ron Leach, Clerk

MARBLE WETLANDS PRESERVE

MANAGEMENT AGREEMENT

Between

THE TRUST FOR LAND RESTORATION,

THE TOWN OF MARBLE,

&

THE ASPEN VALLEY LAND TRUST

I. PARTIES

This Management Agreement is entered into between the Trust for Land Restoration (TLR), the Town of Marble (TOWN), and the Aspen Valley Land Trust (AVLT), referred to herein as "The Parties."

II. PURPOSE

This Management Agreement's purpose is to establish an understanding and a working relationship between the Parties whereby TLR, as owners of the 54-acre Marble Wetlands Preserve (PRESERVE) Property, designates the TOWN as managers of the PRESERVE, and recognizes AVLT's rights and responsibilities, as holders of the Conservation Easement to be granted by TLR to AVLT on or before December 1, 2023, to monitor and, if necessary, enforce terms of the Conservation Easement; to provide for the management and public use of the PRESERVE in a manner that best protects the Conservation Values associated with the Property, as enumerated in the Conservation Easement and further described in the Management Plan. The Management Plan is to be prepared by AVLT and to be adopted by consent of the Parties on or before November 1, 2023 and incorporated by reference into the Conservation Easement thereafter.

III. MUTUAL INTEREST OF THE PARTIES

TLR, the TOWN, and AVLT each have a mutual interest in a management agreement that allows for certain public uses while ensuring the best and most effective protection and preservation of the PRESERVE for the benefit of wildlife and the Conservation Values associated with the Property, as identified in the Conservation Easement.

The PRESERVE is intended to allow the public passive use of the PRESERVE, and utilization of it for child and adult outdoor education activities, as long as they are compatible with and do not harm the identified Conservation Values associated with the Property.

The Parties acknowledge that TLR as owner of the PRESERVE retains the responsibility to assure the Conservation Values are maintained and protected and has the authority to delegate management responsibilities to a reliable third-party, including the TOWN and AVLT.

The Parties acknowledge that the PRESERVE'S physical proximity to the TOWN of Marble and to other TOWN-managed recreational assets, including the Marble Millsite Park and the Marble Campground, combined with the interest and local knowledge of citizens, citizen groups, volunteers, the TOWN staff and Board of Trustees; plus the Town's ability to add the PRESERVE to the TOWN's general liability insurance policy; and the ability of the TOWN to apply for grants as may be appropriate make the TOWN well suited to be the manager of the PRESERVE.

The Parties further acknowledge that AVLT, as the conservation easement holder and as a land trust with considerable land-conservation, land-management, outdoor education and recreation-management experience, is responsible for providing periodic monitoring of the condition of the property and public use of the PRESERVE to assure the Conservation Values, as enumerated in the Conservation Easement, are maintained and protected.

IV. RESPONSIBILITIES OF THE PARTIES

By entering into this Management Agreement, the parties agree to the following:

TLR, as owner in fee simple of the Marble Wetlands Preserve and as grantor of a conservation easement to AVLT designed to maintain

and protect certain Conservation Values, has the authority and hereby designates the TOWN the managers and enforcers of the PRESERVE.

TLR reserves the right to designate the Crystal Valley Environmental Protection Association (CVEPA) as its local representative for any and all responsibilities ascribed to TLR in this management agreement.

TLR or its designate will be responsible for placing signage at the entry ways to the property enumerating terms for public use. Signage will recognize the TOWN as the managers of the PRESERVE and AVLT as the Conservation Easement holder.

TLR or its designate will be responsible for placing protective signage at the Hoffman Smelter Site.

TLR or its designate will be responsible for any and all property taxes payable to Gunnison County that may come due during the time this management agreement is in force and thereafter, for as long as TLR is the fee-title owner of the property.

TLR or its designate will be responsible for any and all interactions with state and federal regulatory agencies with regard to the Hoffman Smelter Site and the associated Voluntary Cleanup Agreement with the State of Colorado.

TLR or its designate has the right but not the obligation to conduct public outreach and outdoor education activities on the PRESERVE as it deems appropriate, provided the Marble Town Manager is notified at least 30 days prior to the activity to avoid scheduling conflicts.

The TOWN will be responsible for patrolling and, as may be necessary, enforcing terms for public use of the PRESERVE, as prescribed in the Conservation Easement document and the Management Plan; including but not limited to prohibiting use of motor vehicles, motorcycles, ATVs, or bicycles by the general public (except as authorized by a right-of-way easement/agreement dated June 25, 1969), keeping gates closed, maintaining signage, dumping and waste management, trespass, property damage, and prohibiting overnight camping, fires, hunting or discharge of firearms.

Unless otherwise agreed to in the Management Plan, dogs are allowed on the PRESERVE provided they are leashed or under voice command, and they do not chase, harass or disturb wildlife.

The TOWN reserves the right to perform routine maintenance and upkeep of the PRESERVE without further notice to, or permission from TLR. For the purposes of this agreement, "routine maintenance and upkeep" is defined as trash and debris removal; sign upkeep;

erosion control; and management of weeds and insect infestations by means necessary but emphasizing non-chemical methods.

TLR reserves the right to perform weed management using selected and appropriate herbicides, provided TLR gives at least 10 days prior notice to the TOWN and AVL T.

The TOWN agrees to notify TLR and AVL T before undertaking any changes or improvements not considered "routine maintenance and upkeep." This will afford TLR an opportunity to consult with AVL T and others to ensure that the activities or uses in question are designed and carried out in a manner consistent with preservation and protection of the Conservation Values of the Property. Whenever notice and approval are required, the TOWN shall notify TLR in writing not less than sixty (60) days prior to the date the TOWN intends to undertake the activity or use in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity or use in sufficient detail to permit TLR to consult with AVL T and others as necessary to make an informed judgment as to the activity or use's consistency with the preservation and protection of the Conservation Values of the PRESERVE.

The TOWN has the right but not the obligation to conduct public outreach and outdoor education activities on the PRESERVE as it deems appropriate.

The TOWN agrees to add the PRESERVE to the TOWN's liability insurance policy and name TLR and AVL T as additional insured.

AVLT, as the conservation easement holder and as a land trust with considerable land-conservation, land-management, outdoor education and recreation-management experience, is responsible for providing periodic monitoring of the condition of the property and public use of the PRESERVE to assure the Conservation Values, as enumerated in the Conservation Easement, are maintained and protected; and has certain rights to enforce or coordinate with the TOWN to enforce terms and conditions of the Conservation Easement as described in the Conservation Easement.

AVLT has the right but not the obligation to conduct public outreach and outdoor education activities on the PRESERVE as it deems appropriate. provided the Marble Town Manager is notified at least 30 days prior to the activity to avoid scheduling conflicts.

The Parties agree that public access to the PRESERVE, in support of the Property's Conservation Values and Management Plan is encouraged, provided that such access is not inconsistent with the terms of the Conservation Easement. The timing and scope of public

access may be limited by mutual consent of the Parties to protect the Conservation Values. TLR and the TOWN shall ensure that any public access is consistent with Colorado's recreational use statute C.R.S. § 33-41-101 *et seq.* and provides indemnity to the Parties for the public's access to and use of the PRESERVE.

The Parties agree to work together to seek public access to the PRESERVE across land to the west of the PRESERVE currently owned by the State of Colorado and managed by the Colorado Department of Parks and Wildlife.

The Parties agree that should any one or more sections or provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various sections and provisions hereof are severable.

The Parties agree and understand that the TOWN is relying on and does not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, as from time to time amended or otherwise available to the Parties or any of their officers, agents, or employees.

V. PERIOD OF AGREEMENT, MODIFICATION AND TERMINATION

This Management Agreement is effective as of the day of the last party to sign below and is effective for a period of five years. It may be renewed by mutual agreement of the Parties. It may be amended by mutual agreement of the Parties at any time. Any of the Parties may terminate this Management Agreement by providing one hundred twenty (120) days written notice to the other Parties. In the event this Management Agreement is terminated, each party shall be solely responsible for its costs.

IN WITNESS WHEREOF, the parties have executed the foregoing on the day and year above first given.

Patrick Willits, Executive Director
The Trust for Land Restoration

Date

Ryan Vinciguerra, Mayor
The Town of Marble

Date

Suzanne Stephens, Executive Director
The Aspen Valley Land Trust

Date

To:

The Trust for Land Restoration
PO Box 743
Ridgway CO 81432
Attn: Patrick Willits patrickwillits@gmail.com

To:

The Town of Marble
322 West Park Street
Marble CO 81623
Attn: Ron Leach leach@townofmarble.com

To:

Aspen Valley Land Trust
320 Main St #204
Carbondale, CO 81623
Attn: Suzanne Stephens suzanne@avlt.org

Marble Parks Committee
Meeting Minutes
8/28/2023

In Attendance: Ron Leach, Alie Wettstein, Lise Hornbach, Richard Wells, Brent Compton, Amy Rusby, Lindsay LaCour (Attended by Zoom)

Agenda Items:

1- Welcome new members and discuss how to recruit a few more working volunteers and planning volunteers.

- Alie will put in the town newsletter that the Parks Committee is looking for volunteers to attend meetings as a committee member and/or volunteer for events. Amy offered to have her email as a Parks committee contact.

2- Ron provided a completed application for the September 8th performance at the Millsite Park. The committee accepted the application with the understanding that a \$50 deposit will be made to the Town of Marble. Ron will talk with Robert (the applicant) regarding liability insurance.

3- Grants/Organizations to visit for park funding.

- Colorado Parks and Recreation Association
- Colorado Parks Foundation.org
- Lindsay offered to research grants for the following:
 - Historical preservation
 - Trail maintenance/labor
 - Playground/Basketball Court

4- Fall clean-up day

- It was recommended that we do a clean-up day in conjunction with another activity (i.e. potluck, etc.)
- Determined that we should do more of a celebration for the work that's been done in the Millsite Park (i.e. A thank you to community members)
 - It was suggested that we do the celebration at the same time as the Thanksgiving potluck
 - Lise is confirming a date with the group coordinating the event

5- Marble Childrens Park updates

- Half of the Marble Children's park is open at this time!
- A package box has been placed in front of the Marble Childrens Park
 - It was suggested that someone contact the USPS, UPS, FedEx to find out who put it there and where is the best place for it. Should it be in front of the park?
- There are 10 total zones for irrigation
- The plumbing of the irrigation system will be completed by Sunday, September 17th (LKL Charity Race event)

- It was agreed that the system will not be turned on this season
- Brent is working on the budget and trying to find solutions for purchasing the remaining parts of the pump
 - Ron suggested that we let the town council know an amount that is needed
 - It was discussed to meet with AVL T
- Need to flag for winter to ensure that plow and drivers do not hit any of the equipment

6- Late September kickball one day tourney fundraiser

- It was decided it's too late to plan an event like this
 - Considering having a Pickle Ball fundraiser late spring/early summer

7- Memorial bench request(s)- The committee discussed what expectations should be required for those wanting to put a bench in the Millsite Park. It was agreed that the committee needs to revisit this at next month's meeting to come up with guidelines to recommend to the council.

8- At the end of the meeting, the committee members walked the Millsite property to see the new signage

Next Scheduled Meeting: September 25th at 6:00 PM

Memorandum of Understanding (MOU)
Between NWCCOG and Crystal River Wild and Scenic Feasibility Collaborative Chairs

As of the latest date of execution of the MOU, this MOU is made effective by and between Northwest Colorado Council of Governments (NWCCOG), and the Pitkin County, Gunnison County, the Colorado River Water Conservation District, and the Town of Marble as chairs of the Crystal River Wild and Scenic Feasibility Collaborative.

1. **Purpose.** The purpose of this MOU is to establish roles and responsibilities for NWCCOG to serve as the fiscal agent for stakeholder coordination and facilitation for the Crystal River Wild and Scenic Feasibility Collaborative (W&S Feasibility Collaborative).
2. **Agreement period & termination.** This MOU shall commence as of the latest date of execution of the MOU, and is effective until either party provides written notice of a desire to terminate this MOU. Upon termination, any resources shall be returned to the contributing institution or party, less the fiscal sponsor's fees and approved invoices paid, as agreed to by all parties.
3. **Duties.**
 - a. In support of W&S Feasibility Collaborative, NWCCOG agrees to:
 - i. Serve as a fiscal sponsor for the W&S Feasibility Collaborative at an indirect rate of 4%.
 1. The indirect rate may be revised upon agreement of all parties due to a change in the resources required to complete fiscal sponsor responsibilities.
 - ii. Sign and execute on-time contracts with W&S Feasibility Collaborative consultants.
 - iii. Send out invoices for collection of committed contributions as directed by the W&S Feasibility Collaborative.
 - iv. Process consultant payments based upon terms of invoice.
 - v. Assign NWCCOG and Water Quality/ Quantity Committee (QQ) staff to serve as staff support to W&S Feasibility Collaborative administrative needs as related to the fiscal management of local government contributions (i.e., supplying documents needed to submit grant proposals, accounting and tax requirements of grants, etc.).
 - vi. Maintain ongoing and timely communication with W&S Feasibility Collaborative chairs, administrative support, and consultants.
 - b. W&S Feasibility Collaborative agrees to:
 - i. Submit invoicing requests and amounts to NWCCOG, who will invoice contributors according to its procedures.
 - ii. Approve consultant invoices before payment by NWCCOG.
 - iii. Submit any and all grant reports on behalf of NWCCOG, only after approval from NWCCOG.

- iv. Provide all grant/ contribution details, deadlines, applications, and reports to NWCCOG where NWCCOG action is needed.
- v. Maintain ongoing and timely communication with NWCCOG’s Executive Director and QQ program staff.

4. Terms of agency.

a. Contractors.

- i. Any contractors hired are independent contractors with respect to NWCCOG, and not employees of NWCCOG. All contractors hired for W&S Feasibility Collaborative projects funded through NWCCOG must sign a contract with NWCCOG outlining the contractual relationship before NWCCOG will pay an invoice.
- ii. Contractors shall provide offices, computers, telephones, vehicles, and other such necessary equipment, supplies, and personnel to accomplish the successful completion of deliverables.

The parties below sign this MOU effective on the date and year written above.

Alyssa Shenk
Chair, Northwest Colorado Council of Governments Council

Name & Title:
Pitkin County

Name & Title:
Gunnison County

Name & Title:
Colorado River Water Conservation District

Name & Title:
Town of Marble
