

Town of Marble
Regular Meeting of the Board of Trustees
April 1st, 2021 7:00 P.M.
Marble Community Church, 121 W. State St. Marble, Colorado
Agenda

7:00 P.M.

- A. Call to order & roll call of the Regular Meeting of the Board of Trustees
- B. Approve previous minutes
- C. Mayor's comments
- D. Wild & Scenic designation Crystal River, Larry Darien
- E. Lead King Loop working group report, Ron
- F. OWTS study up-date, Mark Chain
- G. Administrator Report
 - a. Consider approval Ryan Kenney book keeping proposal
 - b. Current bills & balances April 1, 2021
 - c. Consider approval 2021 Business Licenses
- H. Land Use Issues
 - a. Consider approval Marble/Marble land use agreement, Ron
- I. Old Business
 - a. Parks Committee report, Amber
 - b. Marble Fest Committee report, Richard
- J. New Business
 - a. Yard Sale, Vicki Branson
- K. Adjourn

Minutes of the Town of Marble
Regular Meeting of the Board of Trustees
March 4, 2021

- A. Call to order & roll call of the Regular Meeting of the Board of Trustees – Mayor Ryan Vinciguerra called the meeting to order at 7:00 p.m. Present: Tim Hunter, Larry Good, Ryan Vinciguerra, Josh Vogt, and Emma Bielski. Also present: Ron Leach, Town Administrator and Terry Langley, minutes.
- B. Approve previous minutes – Larry Good made a motion to approve the minutes from the Feb. 4, 2021 meeting. Tim Hunter seconded and the motion passed unanimously.
- C. Mayor’s comments – Ryan reported that, due to Covid restrictions, the meeting is limited to 25 participants and that number has been reached. He asked that citizens not on the agenda or having something to bring before the board voluntarily give up their seat to late arrivals who do. Tim Hunter reported that former mayor, Bob Leone died recently. He will be missed.
- D. Lead King Loop working group report, Ron – The next LKL working group conference call will be on Mar. 9 2021. Ryan explained that the group started over a year ago. Corinne Truesdale gathered data all summer and has submitted her report. The group includes representatives from Gunnison County, the Forest Service, the community of Crystal, the town of Marble and the County Sheriff. Emma said that the committee is looking for photographs of the road in the past to provide some documentation on the erosion impact. Ron said they can be sent to townofmarble.com. Alex Menard spoke to an immediate ban on ATVs on County Road 3. He listed such things as increasing numbers, dust issues, and loss of property value. He further stated that this is the only county road that allows ATVs and that Pitkin County would be happy to help craft a ban as they have experience in banning ATVs and developing enforcement and that the county commissioners are willing to do this. He asked for the board members to send a letter to the county commissioners, stating they are not opposed to an ATV ban. Jason Rusby spoke to the fact that there are two agencies, the county and the Forest Service, each with jurisdiction over their sections of the road. He also stated that there are other factors including residents that need to access their property, payment for enforcement and that there are county roads that allow ATVs. Richard Wells said that controlling what happens in town should be the focus as that is the only thing the town has jurisdiction over. John Armstrong said that the Crystal Valley Environmental Protection Association (CVEPA) supports the ban. He knows it will be expensive due to the need for enforcement and that it will be contested. Linda Adams spoke to the fact that banning ATV use from Beaver Lake to Daniel’s Hill does not go far enough and allowing trailer parking in the town sends a mixed message. Amber McMahill stated that the town is not ignoring this issue and that the working group is collaborating. She spoke to continuing the work that is being done by the LKL working group. Rob Anderson has a house in Crystal and his wife is on the LKL group. He feels that the ban is a jump start to solving the problem. There has been an increase in hikers as well as ATV use. He thinks all vehicles could be banned with some exceptions or permits. Brent Compton spoke to taking folks who cannot hike that far and local residents who enjoy ATVing into consideration. Ryan said these are all things the group is aware of and is working on. Ryan does not feel we have the infrastructure in place to support a ban at this time. Josh Vogt asked if Corinne’s report is publicly available and, if not, can it

be made available. Ron said that the report was received a week ago and it will be on the website. He further said that the working group will continue even if there is a ban and it is valuable in that it provides a forum for the different entities to communicate. He recommends talking with the county about their feelings in regard to a ban. Discussion of the parking plan followed. Emma Bielski commented that she feels that council has been unjustly accused of not doing anything and that she personally has been accused of not caring about the problem. This is a complicated problem that will necessitate a complicated, layered solution. She feels there needs to be a plan of some sort for this summer. She recommends working to change state laws. She feels a ban should be put to a vote of the citizens of Marble. A possible solution of days for hikers and equestrians was mentioned. Tim Hunter spoke to the dramatic increase of usage over the last five years and that things that have helped are the speed bumps and signage. There are citizens who are opposed to an ATV ban. He recommends a ballot issue on the November ballot. Discussion ended with no motions.

- E. OWTS study up-date, Mark Chain – Mark explained that the old town site had lots that were 25’ wide. This is common in many communities in Colorado but that many of those have town water and sewage systems. There is a requirement of 20,000 square feet (1/2 acre) for a septic in town. Newer subdivisions/areas have a one-acre requirement. Septic system regulations allow for aggregate lots as long as they are 20,000 sq. ft. There should be a merger agreement in these cases. He went through 262 properties and there are 3-4 merger agreements. They may be merged for such things as tax purposes or to conform to OWTS regulations. They started with a list of land owners and information. Next, they expanded the information to include county records concerning lot size, septic information, water source, year built, square feet of structure, and more. He looked at all 262 parcels in town and where it corresponded on the map. He found 40 residential lots in town smaller than 20,000 square feet. Josh stated that there does not seem to be a way to stop the creation of non-conforming lot by dividing parcels. Discussion followed. Mark stated that a merger agreement is required in the code and there are some recorded. Due diligence in the application process should identify these and the merger agreement can be created. Ron said that the data would be more refined for the April meeting. Tim mentioned the need for a decision in regard to repairs.
- F. Land Use Issues
 - a. Virginia Goodrich building permit application, Virginia - Virginia and Bruce Goodrich would like to build on their property across Carbonate Creek. Andrew Schoon is their contractor. This house is 975 square foot. They will have French drains and berms for flood mitigation. They have their OWTS permit and it is being reviewed. They are within the codes concerning distance from the creek.
 - b. Marble/Marble land use agreement, new property, Ron – This is a first draft for use of the two new lots by Marble/Marble. Kendall recommends that it not include “use forever”. They will ask Kendall for clarification of the termination clause. Josh also asked about the town requirements that are listed as being a permanent responsibility. Ron explained that these were bullet points included with the GOCO grant. Emma requested time to go over the plan with the parks committee, particularly in regard to the merge of the property. Emma made a motion to approve the

agreement. There was no second. She retracted the motion. Emma asked about the time line and the plan for the implementing merging the park and property and for fulfilling the grant requirements. There will be a meeting with representatives from the trustees, the park committee and the Marble Symposium set to discuss the agreement.

G. Administrator Report, Ron

a. Current bills & balances January 7, 2020, Ron – The bills to be paid are listed on page 18. Larry Good made a motion to pay the bills as listed. Emma Bielski seconded and the motion passed unanimously.

b. Discussion of possible board retreat, Ron – Ron will set up a retreat meeting at the Redstone Inn, March 16, 2021 at 6 p.m.

c. Discussion Continuity of government 2021 – Plans are to open the campground, the Hub and to hold MarbleFest subject to change depending on Covid numbers state and county regulations.

H. Old Business

a. Parks Committee report, Amber – Brent Compton reported that they will be taking and sending minutes of their meetings. The MarbleFest committee has been meeting the 15th of each month. Emma asked about getting bands into MarbleFest.

b. Marble Fest Committee report, Richard – Richard said the committee is going to listen to music and decide on what bands will be invited. Dates for MarbleFest are Aug. 14-15, 2021. Housing for bands is limited. Sound will be a higher cost this year. Brent asked for a deadline of July 1 to decide if it can happen due to Covid concerns. Tim asked about staff for traffic control, accommodations, camping at the ice rink for musicians, mask mandate and social distancing. Ryan asked that they let the locals know so that they can comment. Brent said they are working on fund raising and he will share the ideas with the trustees. Amber presented more information concerning the costs of the stage improvements. She was asked to get more detail concerning the work already completed.

I. New Business –

a. Ron will explore a meeting with the county commissioners.

b. Tim suggested work on the fence by repurposing the fence to be taken down around the new property. Richard hoped to use that material for work in the park.

J. Adjourn – Josh Vogt made a motion to adjourn. Emma Bielski seconded and the motion passed unanimously. The meeting was adjourned at 10:34 p.m.

Respectfully submitted,

Terry Langley

Town of Marble
Minutes of the Work Session of the Board of Trustees
March 16, 2021
Redstone Inn, 82 Redstone Blvd, Redstone Colorado

Note: All work session agenda items were for discussion only. No motions were made.

- A. Call to order & roll call of the work session of the Board of Trustees – The work session was called to order by Mayor Ryan Vinciguerra at 6:41 p.m. Present: Ryan Vinciguerra, Josh Vogt, Emma Bielski, Larry Good, Tim Hunter. Also present: Ron Leach, Town Administrator and Terry Langley, minutes.

- B. OHV/LKL Road Closure, ballot issue, Ryan – Ryan led a discussion concerning placing the closing of County Road 3 on the November ballot. This included the possibilities of either a complete or a partial ban of OHVs both in town and in the county. Any changes would necessitate a change to the existing ordinance which includes a requirement of registration of OHVs and an age limit for drivers. Ideas for measures that could be implemented this summer were part of the discussion. Partial ban ideas included having some days closed to OHVs, thus allowing hikers and equestrians to enjoy the loop. This might be an idea that was only implemented in the highest traffic parts of the summer. Josh suggested outreach, particularly on Saturdays, with a goal to informing and educating OHV users as to rules, regulations and etiquette. He also requested consistent signage. An OHV route, with vehicles only allowed on the paved portion of roads in town, was another suggestion. Ryan suggested that the group look at what is being done in Silt as well as the outreach efforts at the Alpine Loop. Regardless of what direction the town or the county takes, there will be a need for enforcement. The county has, once again, stated that there will be more patrolling by sheriff's deputies and the Forest Service has said that they can furnish someone up to two days a week on the F.S. portion of the road, provided the county and/or town can help with funding. The board will develop a list of needs as well as ideas and solutions for a meeting with the county commissioners scheduled for April 13 at 9:45 a.m. Feasible ideas for this year are the increased enforcement and forest service coverage and outreach/education volunteers to be stationed at the trailer parking and campground.

- C. Tourism Management Plan 2021, Emma – Emma discussed the need to continue to work on tourism issues while we work on the collaboration with the county and the forest service. These include OHVs, Beaver Lake, feces and outreach. Ron explained that the county would need to know that we will have a ballot initiative in June and the wording would need to be complete by August. Need to know by June that they can work on the layout. Ryan suggested a subcommittee with board and citizen representation to work on these issues. The chamber may be able to provide some assistance.

- D. Short Term Rentals (STRs), Emma – Emma spoke to the need to continue to address the STR issues as she didn't want to see the loss of work already completed. Tim mentioned the problems with noise after 10 p.m. He would like to pull their STR owner's business licenses for 6 months when this is repeatedly ignored. Larry explained that STRs are supposed to have a STR license which is different than a business license. They agree to certain safety issues and rules, including noise limits. He said that, to date, no one has signed up for an STR license. Ron explained that he had not sent the applications out due to the Covid prohibitions on overnight rentals. He will send those out and board will decide on approval of the applications.

- E. Roberts Rules of Order, board procedures, Josh – Josh stated that he feels there needs to be more control over public comment. He suggested having a certain time on the agenda for public comment and set a time limit of 5 minutes. Larry suggested having people who want to speak sign in. Ryan said it is not only the public that eats up the time. When the board begins interacting with the public, things can get long. Let everyone, including board members, speak once before allowing someone to speak a second time. Not every line item requires discussion. He suggested some staff training regarding Robert's Rules. Another suggestion was for a board policy statement such as the speaker gives their name, they get five minutes and don't repeat what someone has already said. Larry suggested summarizing the discussion before moving to another topic. Josh asked about setting up Town of Marble email addresses for each trustee. Ron will set these up for any board members requesting this. Discussing of problems with emails and long email threads followed and led to discussion of the stage issues. The board agreed to pay Mario for future work and Ron will deal with Mario on this.
- F. Book keeper position, Ron – Ron explained that the 2020 audit process with McMann & Associates is currently being conducted. He thinks that they will recommend that the town have both a bookkeeper and a treasurer. Ron began a search for a bookkeeper. Ryan has a small bookkeeping firm and has experience with government audits. He also has a law degree. Ron thinks we can have a long-term relationship with Ryan. Ryan is preparing a proposal/scope of work and will come to the April 1 meeting.
- G. Roads, recycled asphalt, Ryan – Ryan went to the gravel yard to check on recycled asphalt and he was referred to Paul Meehan. Chair Mountain subdivision, Basalt industrial area bridge, Ryan spoke with him and asked about longevity and costs. Paul quoted a cost of \$725 for 75', rolled and watered 3' deep, 14' wide. A discussion of possible locations followed. Ryan said he also asked for the biggest problem with recycled asphalt and was told that snow plowing would probably do the most damage, but that it is easy to repair. It can also be laid down thicker on problem areas, and sloped to shed water. It should last 10 years. He suggested that the board go see examples where Paul used the product. These include Chair Mountain subdivision and Basalt industrial area.
- H. Camp host position, Ryan – Ryan reported that Jim Aarts is not coming back as the camp host. Ron will place ads in various media, including local newspapers, national forest data bases and social media. A discussion of hiring, appropriate management, the process, and responsibilities followed.
- I. The meeting ended at 9:36 p.m.

LKL Working Group Conference Call
March 9th, 2021 1:00 p.m.

Participating in the conference call: Ron Leach, Terry Langley, Manette Anderson, Suzy Meredith-Orr, Marlene Crosby, Corinne Truesdale, Ryan Vinciguerra, Shelley Grail, Roland Mason, Charlotte Graham, Kevin Warner, Dr. Melanie Armstrong and Heather Leigh.

Discussion of proposed closure of CR 3 east of Marble for ATVs– Ryan reported on the discussion by concerned citizens at the most recent Marble board meeting concerning an ATV ban on CR 3 and in the town of Marble. Roland reported that the county had a call including reps from the county, the forest service, the sheriff's office and others. They discussed the option of closing CR 3 but there is no proposal at this time. This is the only county road section that allows OHVs on in the county. Other options are noise, time, speed and parking restrictions. Suzy Orr reported that CVEPA has not developed a position on the ban, but they do support preservation of the environment and quality of life. They want data collection and work of the LKL group to continue with a possible test of rescinding the exception allowing ATVs on CR 3. She reported that there is a state ban on OHVs on county roads with counties able to make exceptions. Shelley explained the agreement with Pitkin County – they fund two year-round employees that enforce, patrol and educate. Roland said that they discussed having personnel 2 days a week at a cost of approx. \$10,000 as a short-term solution. This would require finding the funding as well as a buy in by locals. Shelley said that there would need to be an agreement between the county and the Forest Service for funding and that it can be put in place this summer. There was discussion about a need for communication of any plan to those who have written letters, etc. Marlene and Ron will work on this and submit it to the group. Things to include the following:

- The fact that this is a discussion group and does not set policy
- that citizen concerns have been heard
- that work, including data and survey gathering, continues to be done
- who people/media can contact
- identify any solutions as experimental
- explain how each entity is involved and what their constraints are (for instance, the FS cannot close their portion of the LKL per travel mgmt. plan)
- emphasize that enforcement would only be 1-2 days a week due to funding
- explain the process necessary to close CR 3 and that it will not happen this summer
- include what each entity would need to do to change their part of the road, clarifying the role of each.
- include what the community believes vs what actually happens on the loop.
- parking issues and plans

Ryan would like to see an educational component, possibly having volunteer team handing out info and explaining use requirements. Sheriff says there will be another deputy in the area but this needs to be confirmed before it is communicated as the town has heard this for years. Roland addressed enforcement being a multi-pronged with involvement by the FS, county/sheriff and education. He suggested looking at the Crested Butte model. He also said that CPW would be enforcing the hunting/fishing license program at Beaver Lake.

Charlotte Graham asked if there are other access points to LK basin. Shelley said that the only other access was via Scofield Pass/Crested Butte. There has been an increase in traffic from that direction due to the capabilities of the new ohvs, atvs and motorcycles. Corinne said that there are more hikers and dirt bikers from that side. Charlotte asked if there had been any discussions as to the amount of traffic that generates business in Marble? Ryan said there has not been too much conversation but he believes that there are more trucks & trailers bringing ATVs and going to the mill and back. Charlotte asked if they are spending \$ in town and spoke to the fact that parking of trucks and trailers impacts the ability of other type of tourists to enjoy what the town has to offer.

Roland said that any proposed ATV ban discussion needs to include stakeholder/users, the town of Marble and enforcement with Sheriff's office. Kevin asked what it would take to begin working on a ban. Where will they park if atvs are not allowed in town/ or on CR 3. We don't want to cause other problems when trying to fix one.

The next meeting will be Tuesday, April 6 at 1 p.m. This will include discussion of Corinne's report.

Roland encouraged citizens to contact Commissioners regarding CR 3. They want to hear from as many people as possible.

Manette asked about restoring Beaver Lake as non-recreational. CPW will be encouraged to participate with this group.

Ron will get with Dr. Armstrong about having another MEM student from WCU for this summer. summer 2021.

Adjourn - The meeting ended at 2:20 p.m.

MEMORANDUM

TO: Ron Leach, Marble Town Administrator

FROM: Mark Chain, Planner *MC*

DATE: March 24, 2021

RE: OWTS Update - Status and Steps

Thanks for meeting with me last Thursday on March 18 to continue our discussion and analysis on necessary updates to the Town of Marble On site Waste Treatment System regulations. Please see below for status and how I think we should move forward.

BACKGROUND

Mark Chain Consulting has been hired by the Town to help with an analysis of the Town's OWTS regulations. I have examined the regulations identified what needs to be reorganized or "tweaked" from a regulatory standpoint. The 1st and most time-consuming part of this project is to look at the various existing lots in the town of marble and review information on the status of the following:

- Ownership of each lot in town
- determine which lots are conforming and nonconforming in terms of size
- identify which lots have been built upon
- see what information exists related to existing water service and septic service.

STATUS

Utilizing information from Gunnison County Geographic Information Systems and the Gunnison County Assessor I have updated the spreadsheet for each Parcel Tax I.D Number in the County records. I sorted these by ownership and lot size which gives us a pretty good snapshot in time. This has been very good in identifying how many nonconforming parcels in terms of lot size have been developed and what their utility situation is in terms of water and wastewater. The information is also very useful in identifying how many parcels are nonconforming in terms of lot size and which are undeveloped. Related to conforming and

nonconforming in terms of lot size. Let me reiterate what the minimum lot sizes are in the Town of Marble:

- 20,000 ft.² within the original Town site including Masons Addition
- 1 acre in all areas annexed after 1922 including Alpine Woods, Marble Ski Area, and all other areas outside of the original Town site.

More work needs to be done in this analysis. Specifically, all the nonconforming lots should be looked at again to see if they are adjacent to or can be merged with adjacent lots owned by the same person/LLC/entity. We should also identify which existing developed parcels in Town have old, substandard or perhaps nonoperational septic systems. Below are some general categories which need more research or will require eventual tweaking of the Town's OWTS regulations:

- Nonconforming, developed parcels with substandard systems.
- Nonconforming, developed parcels which could easily be "merged" with adjacent properties
- Nonconforming, developed parcels which cannot be legally "merged" because the same ownership entity does not own adjacent or contiguous property.
- Identify undeveloped, nonconforming parcels which can be merged.

RECOMMENDED NEXT STEPS

Each lot has its own story to tell as you saw from some of the information displayed at the last board meeting in March. Each parcel has to be examined and this can take an extended period of time or could be very expensive if you wanted to get this information instantaneously or in the near future. I also recognize the Town's time constraints; some updates to the OWTS regulations should occur in May because otherwise with summer season/business the Town may not be able to make necessary changes until fall or at the end of the year. I recommend the following:

Recommendation: address the highest priority category within OWTS regulation update at the May meeting and leave further research or other categories until fall or next winter for further review. The category that should be updated in the code right now is:

- **nonconforming, developed parcels with substandard systems.**

Bookkeeping Services Engagement Letter for The Town of Marble

This Bookkeeping services engagement letter goes into effect on April 1st, 2021.

Between

The Town of Marble (Client) of 322 West Park Street, Marble, CO, 81623

And

Ragged Enterprises, LLC (Bookkeeper) of 364 Redstone Blvd., Redstone, CO, 81623

Whereas, the Client and Bookkeeper agree to the following terms and conditions for the Bookkeeper's services, as an independent contractor, in exchange for fees:

Services provided

The tasks for the Bookkeeping services of the Town of Marble include:

1. Basic bookkeeping,
2. Preparing a budget for the upcoming fiscal year,
3. Working with the Auditor for the yearly audit,
4. Filing and meeting regulatory requirements with the State of Colorado,
5. Property tax deposits,
6. Managing the bank accounts and performing reconciliations,
7. Paying employment and sales taxes and filing required documentation,
8. Producing a yearly billing for the annual water tank payment and collecting payments from customers,
9. Collecting Business license revenue and mailing licenses, and
10. Producing statements and reports for the Town Council.

The aforementioned selections shall be referred to as the "Services". The Bookkeeper shall conduct the Services within the specifications and guidelines set by the Client. The Bookkeeper shall, at all times, observe and comply with generally accepted bookkeeping and accounting practices and standards while complying with all Federal and State laws, regulations, and procedures when completing their Services in accordance with this Letter.

Rates Charged

All Bookkeeping services will be billed at a rate of \$40 per hour. The services will be invoiced monthly.

Expenses Incurred

In addition to the Rates Charged provided in the previous section, the Client agrees to reimburse the Bookkeeper for any out-of-pocket expenses incurred that include, but are not limited to, audit fees, tax fees, and postage.

Contract Duration

1. The agreement will remain in effect for 12 months. Beginning on April 1st, 2021 and running through March 31st, 2022.
2. The Town of Marble may terminate the agreement for cause at any time.
3. This Agreement shall not be construed to create a multi-year fiscal obligation under C.R.S. § 29-1-110. The Town's obligations hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond this current fiscal year. If funds for any purpose under this Agreement are not appropriated for any subsequent fiscal year, any obligations requiring such an appropriation shall be void ab initio and unenforceable without penalty or further obligation of the Town. Likewise, if any provision in this Agreement is determined to constitute a violation of any Colorado law, including the Local Government Budget Law, such provision shall be deemed void ab initio. This provision shall supersede any conflicting provisions in this Agreement establishing any monetary obligation beyond the current fiscal year. In the event the Town fails to appropriate funds necessary to comply with this Agreement, the Bookkeeper may terminate the Agreement.

Independent Contractor Status

Bookkeeper and any persons employed or retained by Bookkeeper for the performance of work hereunder shall be independent contractors and not agents or employees of the Town of Marble. Any provisions in this Agreement that may appear to give the Town of Marble the right to direct Bookkeeper as to details of doing work or to exercise a measure of control over the work mean that Bookkeeper shall follow the direction of the Town of Marble as to end results of the work only.

- A. Bookkeeper is providing services independently and, therefore, is not an employee, partner, or joint venturer with the Town of Marble, and neither party has the authority to bind the other in any respect. Bookkeeper warrants to the Town of Marble that Bookkeeper understands the difference in status between an independent contractor and an employee, and Bookkeeper acknowledges and stipulates that Bookkeeper is neither eligible nor entitled to statutory or legal benefits or provisions of labor codes or other such similar statutes. The parties further agree that the Town of Marble shall not withhold from Bookkeeper unemployment insurance, social security, taxes or any other withholdings. Bookkeeper agrees to be responsible for all such payments required by law.
- B. Taxes. Bookkeeper acknowledges and agrees to report all payments received from the Town of Marble on its federal and state income tax returns and is obligated to pay any and all resulting federal and state income tax obligations. Bookkeeper will indemnify the Town of Marble for any such payments required but not paid.
- C. No Insurance or Benefits. Bookkeeper acknowledges and agrees that it is not covered by any of the Town of Marble's insurance, including the Town of Marble's workers' compensation coverage, and is not entitled to any benefits otherwise provided to the Town of Marble's employees, including vacation pay, sick leave, retirement benefits, social security, disability benefits, employee health benefits of any kind, and workers' compensation benefits.

Acknowledged and Agreed on behalf of the the Town of Marble

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Acknowledged and Agreed to by Ryan Kenney, Agent for Ragged Enterprises, LLC

Signature: _____

Printed Name: _____

Date: _____

Town of Marble
Balance Sheet
As of April 1, 2021

	<u>Apr 1, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
*General Fund -0240	19,298.82
Campground Account -6981	115,033.10
Money Market -1084	44,102.51
Severence/Mineral Proceeds-6157	148,982.53
Water Fees -0873	23,978.79
Total Checking/Savings	<u>351,395.75</u>
Total Current Assets	<u>351,395.75</u>
TOTAL ASSETS	<u><u>351,395.75</u></u>
LIABILITIES & EQUITY	0.00

Town of Marble
Deposit Detail-General Fund
 March 5 through April 1, 2021

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
04/01/2021		Deposit	*General Fund -0240	1,051.00
	Gunnison County Clerk	Deposit	General Sales Tax	-1,051.00
TOTAL				-1,051.00
04/01/2021		Deposit	*General Fund -0240	8.75
	Gunnison County Clerk	Deposit	General Sales Tax	-8.75
TOTAL				-8.75
04/01/2021		Deposit	*General Fund -0240	670.46
	Gunnison County Clerk	Deposit	General Sales Tax	-670.46
TOTAL				-670.46
04/01/2021		Deposit	*General Fund -0240	200.00
	Marble Water Company	mwc	Business Licenses	-50.00
	Charlie Parker	marble hideaway	Business Licenses	-50.00
	cindy fowler	salon gallos	Business Licenses	-50.00
	cindy fowler	sup	Business Licenses	-50.00
TOTAL				-200.00
04/01/2021		Deposit	*General Fund -0240	300.00
	Colorado Stone Quarry CSQ	Deposit	CSQ Maintenance Payments	-300.00
TOTAL				-300.00
04/01/2021		Deposit	*General Fund -0240	50.00
	Charlie Parker	Deposit	Business Licenses	-50.00
TOTAL				-50.00

Town of Marble
Deposit Detail-Money Market Fund
March 5 through April 1, 2021

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
04/01/2021		Deposit	Money Market -1084	9,540.82
	Gunnison County	Deposit	Additional License Tax	-29.50
	Gunnison County	Deposit	General Property Tax	-9,547.14
	Gunnison County	Deposit	Specific Ownership Tax	-98.66
	Gunnison County	Deposit	Specific Ownership Tax	-56.76
	Gunnison County	Deposit	Treasurers Fees	191.24
TOTAL				-9,540.82

Town of Marble
Check Register
April 2021

Num	Date	Amount
B & R Septic Services, Inc. 11044	04/01/2021	-425.00
Cadfish 11045	04/01/2021	-270.00
CBO Inc. 11046	04/01/2021	-90.00
Century Link 11047	04/01/2021	-241.04
Daly Property Services, Inc. 11048	04/01/2021	-8,562.50
Holy Cross Electric 11049	04/01/2021	-70.92
Jenny Cutright 11050	04/01/2021	-150.00
Law of the Rockies 11051	04/01/2021	-521.00
Marble Water Company 11052	04/01/2021	-180.00
Mountain Pest Control, Inc. 11053	04/01/2021	-50.00
Terry Langley 11054	04/01/2021	-237.50

03/29/21

Town of Marble
Payroll Report
March 2 through April 30, 2021

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Type</u>	<u>Amount</u>
Colorado Department of Revenue				
03/07/2021	11037	Colorado Department of ...	Liability Check	-266.00
03/29/2021	11043	Colorado Department of ...	Liability Check	-440.00
Total Colorado Department of Revenue				-706.00
United States Treasury				
03/07/2021	11038	United States Treasury	Liability Check	-1,021.65
03/29/2021	11041	United States Treasury	Liability Check	-63.68
03/29/2021	11042	United States Treasury	Liability Check	-1,276.10
Total United States Treasury				-2,361.43
Charles R Manus				
04/01/2021	11039	Charles R Manus	Paycheck	-598.42
Total Charles R Manus				-598.42
Ronald S Leach				
04/01/2021	11040	Ronald S Leach	Paycheck	-3,183.92
Total Ronald S Leach				-3,183.92
TOTAL				-6,849.77

**Town of Marble
Business Licenses
2021**

Business	Address	City	State	Zip
Abstract Marble Company	303 W. Park	Marble	CO	81623
Beaver Lake Lodge and Cabins	201 E. Silver	Marble	CO	81623
Beaver Lake Retreat	105 E. Marble	Marble	CO	81623
CAP Construction	420 W. Silver	Marble	CO	81623
Colorado Stone Quarry	1 Marble Quarry Road	Marble	CO	81623
Connie Hendrix Studio	645 West Main St.	Marble	CO	81623
Crystal River Jeep Tours	407 West Main St.	Marble	CO	81623
Marble Hideaway	420 W. Silver	Marble	CO	81623
Marble Historical Society	412 W. Main	Marble	CO	81623
Marble Hub	105 W. Main	Marble	CO	81623
Marble Water Company	PO Box 23	Carbondale	CO	81623
Mario's Marble/The Marble Studio	620 W. Park	Marble	CO	81623
Pifco	0372 Crystal Park Drive	Redstone	CO	81623
Rusby Rentals	112 E. Main Street	Marble	CO	81623
Salon Gallos	110 Slate Drive	Marble	CO	81623
Slow Groovin' BBQ	101 W. First Street	Marble	CO	81623
SUP Marble	110 Slate Dr.	Marble	CO	81623
Grateful Builders	8 E. Marble Street	Marble	CO	81623
Bicycle Rental	116 E. Main Street	Marble	CO	81623
Inn at Raspberry Ridge	5574 Co. Rd. 3	Marble	CO	81623
Marble Ledge	73 Juniper Court	Marble	CO	81623
Ridgehouse on West Park LLC	201 West Park St.	Marble	CO	81623
Inn at Raspberry Ridge general store	5574 Co. Rd. 3	Marble	CO	81623

From: scott wilson
Sent: Monday, March 1, 2021 12:22 PM
To: Ron Leach Town of Marble
Subject: business license application

Town of Marble
322 West Park St
Marble, CO 81621
970-963-1936

**Business
License Application**

3-1-21

Scott Wilson
533 East 34th St.
Marble CO 81621
970-963-1936
Self-Directive Co. quit-corp
Scott Wilson

Marble Motorswerks
533 East 34th St. Marble CO 81621
970-366-0268
Monday - Friday 7am - 5pm
Will obtain pending approval

Small auto repair facility. One man
garage. A minimum amount of 100 gallons
of 150 gallon of waste oil
containment. No floor drains or
plumbing within building.

Scott Wilson 3-1-2021

Draft

Marble Park Space Use Agreement

This Marble Park Space Use Agreement (“Agreement”) is entered into between the Town of Marble, a Colorado statutory town (the “Town”), and The Marble Institute of Colorado, Inc., a Colorado non-profit corporation (“Licensee”). In consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Description of Property. The property that is owned by the Town and that is the subject of this Agreement (the “Property”) is described as: Lot 2 and Lot 3, Marble Institute of Colorado Annexation and Subdivision, according to the Plat recorded August 9, 1996, at Reception No. 469738, excepting therefrom the property set forth in the Deed recorded January 7, 2008, at Reception No. 581449, Town of Marble, County of Gunnison, State of Colorado.
2. License to Use Property.
 - a. Subject to the terms and conditions set forth in this Agreement, the Town grants to Licensee a revocable non-exclusive right to use the Property in furtherance of the Licensee’s charitable purposes and in coordination with Licensee’s use of adjacent property owned by Licensee.
3. Use of Property by Licensee.
 - a. Scope of Use. The Licensee shall be allowed to use the Property for placement of marble sculptures. Sculpting shall not take place on the Property unless approved as part of a special event, except for minor maintenance or repair. The Licensee shall be allowed to build and maintain walking trails on the Property for pedestrian access to the sculptures. Provided however, that the placement of sculptures shall be limited to locations approved in advance by the Town, upon submittal of a site plan by Licensee, and provided that the creation of trails shall be in accordance with plans and specification approved in advance by the Town upon submittal of such plans and specifications by the Licensee. Any other improvements shall require the prior approval of the Town.
 - b. Responsibility for Maintenance and Repairs. The Licensee shall be solely responsible, at its cost and expense, for maintenance and repair of personal property placed on the Property and improvements made to the Property by Licensee pursuant to this Agreement. Licensee shall further restore and replace any Town property damaged as a result of Licensee's operations. Licensee shall conduct its operations in a clean, sanitary, and safe manner, and be responsible for any maintenance which is a result of Licensee's operations.
 - c. Compliance with Law. Licensee shall comply with all applicable Federal, State, and local government laws, rules, and regulations, including without limitation the rules, regulations, and ordinances of the Town, which are now or hereafter in effect.
 - d. Non-Exclusive Use. The Property shall remain open to the public, subject to temporary closure for special events permitted by the Town or other temporary closures approved by the Town.
 - e. Special Events. Licensee shall obtain all necessary approvals from the Town for special events conducted on the Property.
 - f. Notice to Town. The Licensee shall notify the Town if the Licensee becomes aware of any dangerous condition on the Property, the need for maintenance of the Property, or improper or illegal use of the Property.

Draft

4. Rights and Obligations of the Town.

- a. Except as expressly set forth in this Agreement, the Town shall be responsible for the general maintenance and repair of the Property in a manner commensurate with the Town's maintenance of other public park property in the Town. Without limiting the generality of the foregoing, the Town shall maintain and plow streets and parking areas on the Property in a manner commensurate with the Town's maintenance of access and parking to other public park properties in the Town.
- b. The Town agrees to install and maintain one or more "dog station(s)" in location(s) reasonably required to allow for the sanitary disposal of pet waste.
- c. The Town agrees to install and maintain an appropriate number of trash receptacles.
- d. The Town agrees to install one or more "no smoking" signs on the Property.
- e. Camping on the Property shall be prohibited.
- f. The Town agrees to remove the existing fencing on the Property. No new fencing will be installed except for minor barriers installed to keep the public from touching sculptures.

5. Insurance.

- a. The Town shall maintain standard property and general liability insurance for the Property consistent with its existing insurance coverage for existing park properties.
- b. The Licensee shall be responsible for maintaining insurance for any personal property located on the Property.
- c. The Licensee shall maintain comprehensive general liability insurance with coverage of no less than one-million dollars per occurrence, covering all risks incident to the Licensee's use of the Property. The policy shall name the Town as an additional insured. The Licensee shall provide the Town with proof of insurance.

6. Indemnification; Limitation of Liability; Disclaimer of Warranties.

- a. Licensee agrees to indemnify, defend, save, and hold the Town fully harmless from and against all liabilities, losses, suits, claims, judgments, fines, or demands of every kind and nature (including all reasonable costs for investigation, reasonable attorney's fees, court costs, and expert's fees) arising from, related to, or caused by Licensee's use of, or occupancy of, or operations at the Property; provided, however, that Licensee shall not be liable solely and to the extent any injury, damage or loss is caused by the gross negligence of the Town, its agents, officials, or employees.
- b. The Town shall not be liable for any acts or omissions of Licensee, or its agents, servants, officials, employees, or independent contractors; or for any conditions resulting from the operations or activities of Licensee, its agents, servants, employees, officials, or independent contractors; or for any loss or damage to any personal property or equipment of Licensee, its agents, servants, employees, officials, or independent contractors.
- c. Licensee, by the execution of this Agreement, accepts the Property in an "as-is" condition. The Town makes no warranty, either express or implied, as to the condition of the Property or that the Property will be suitable for Licensee's purposes or needs.

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7. CGIA. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq.

8. TABOR. This Agreement shall not be construed to create a multi-year fiscal obligation under C.R.S. § 29-1-110. The Town's obligations hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond this current fiscal year. If funds for any purpose under this Agreement are not appropriated for any subsequent fiscal year, any obligations requiring such an appropriation shall be void ab initio and unenforceable without penalty or further obligation of the Town. Likewise, if any provision in this Agreement is determined to constitute a violation of any Colorado law, including the Local Government Budget Law, such provision shall be deemed void ab initio. This provision shall supersede any conflicting provisions in this Agreement establishing any monetary obligation beyond the current fiscal year. In the event the Town fails to appropriate funds necessary to comply with this Agreement, the Licensee may terminate the Agreement.

9. Agreement Not Assignable. This License is personal and is granted solely to the Licensee identified herein and shall not be assigned to or assumed by any other party. Any assignment in violation of this paragraph shall be void.

10. Term; Termination. This Agreement shall be perpetual in duration, subject to termination in accordance with this Agreement. Either party shall have the right to terminate the Agreement upon 60 days' advance notice to the other party. The Agreement may be terminated at any time by mutual agreement of the parties. Upon termination of the Agreement, unless otherwise agreed by the Parties in writing, all personal property placed on the Property by the Licensee shall be removed within 60 days of termination, provided that such timeframe shall be extended to the extent that removal is made impracticable by inclement weather. Personal property remaining after such time period shall be deemed abandoned.

11. 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.

12. Waiver of Breach. Waiver of breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.

13. Specific Performance Available. The Parties agree that damages may not be an adequate remedy for breach of this Agreement. Therefore, in the event of litigation or other dispute resolution process concerning this Agreement, the remedy of specific performance will be available to either party as well as any other remedy available at law or at equity.

14. Applicable Law; Venue; Attorney Fees. This Agreement shall be construed in accordance with the law of the State of Colorado. Gunnison County, Colorado, shall be the exclusive venue for any dispute arising from this Agreement. In the event of a dispute arising from the interpretation or performance of this Agreement, the prevailing party shall be entitled to recover its attorney fees and other costs.

15. No Third-Party Beneficiaries. This Agreement does not create any enforcement rights for any third parties.

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16. Severability. The provisions of this Agreement are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

17. Authority; Effective Date. By executing this Agreement, each signatory represents that it is duly authorized to execute this Agreement on behalf of the Party represented, and no further action is required to make this Agreement a binding agreement between the parties hereto. This Agreement shall become effective upon the latter of mutual execution by both parties, and the passage of 30 days after publication of an ordinance approving this Agreement in accordance with C.R.S. 31-16-105.

18. Execution. This Agreement may be executed in counterparts. The parties shall accept electronic signatures as original signatures.

19. Notice. In the event notice is required under this Agreement, it shall be provided by email or United States Certified Mail, to the following addresses, or such subsequent address as a party may provide in accordance with this paragraph:

To the Town:
Town of Marble
322 West Park St.
Marble CO 81623
leach@townofmarble.com

To Licensee:

X
X
x

Town of Marble

The Marble Institute of Colorado, Inc.

By: _____

By: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Parks and Rec Committee Meeting Minutes
Monday, March 1, 2021
4:30-6:00PM

Present: Richard, Lise, Marja, Brent, Richard

ATV discussion:

- Alex brought copies of the Echo and updated the committee regarding the county's consideration of an ATV ban. ATV parking at the Millsite was discussed and members agreed that noise and exhaust from trailers and ATVs were a problem. Alex motioned to have the committee request a ban on ATV parking at the park. This motion was not formally adopted at this time.
- The committee agreed to draft a statement together for the town to request a handicap parking spot and also to note the noise and congestion caused by trailer parking.

Marble Fest:

- Brent reported that MarbleFest meetings will be held the 15th of the month.
- Music/artists are being considered at the next meeting
- \$1000 secured from Alpine Bank for T shirts
- Paid disc golf tourney discussed to lead up to the event 8/13. This could possibly raise funds for the park/Marble Fest
- Dates: August 14/15
- Cancellation date (if necessary) due to COVID July 1st
- Currently seeking donors to fund the festival.
- Sponsorship flyers were distributed

Park Survey

- We were hoping to have a survey to review for the walking portion of the meeting for the new property, but we don't have it yet. Marja will follow up with this and try to get one.

RFOV

- Roaring Fork Outdoor volunteers is scheduled to work in Marble in July. Priorities for projects at Millsite were discussed.
 - Clear dead/down wood
 - Open up existing trails a little bit more
 - Discuss trail on the new property
 - Agreed that any new trail needs to be agreed upon by all committee members and presented to the town before starting to implement
 - Possibly help Brent with installation of posts/ signage to protect the historical walls and guests alike.
- Marja discussed the nature of the upcoming interagency collaboration meeting with RFOV, Forest Service, etc. The goal is to all work together to come up with a list of priorities for projects on the maintenance of Marble/surrounding area public lands.

Walk and Talk for other projects

- The committee walked the park to discuss other important projects for the park
- Discussed repairing vs removing the lights at the old hockey rink
- Discussed getting a quote to remove the tree with some broken branches adjacent to the second historical firewall. Brent noted that branches are already coming down and could easily destroy the wall if a tree came down in a windstorm.
- Discussed roping/chaining off of walls
 - Brent and Richard discussed white chain vs black rope for fencing.
- Discussed park accessibility from the Symposium side of the park and noted that there is an electrical box on the property.
- Discussed the removal of the tall fencing on the west side of the property.
 - Richard noted that we need to be sure to discuss removal with all neighbors Brent has done so.
 - It seems most logical to remove tall fencing that blocks access to the public park, but to keep the shorter divider between the park and the symposium
 - There are some repairs needed on the shorter fence
 - Brent plans to salvage reusable materials for future use
- Lise mentioned that the Quarry is going to move some marble blocks that are cutting off drainage pipes for the septic and will fix restrooms.

Meeting adjourned 6:00PM