

Town of Marble  
Regular Meeting of the Board of Trustees  
April 7, 2022 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. Mayor's comments
- C. Consent Agenda
  - a. Approve March 3, 2022 regular meeting minutes
  - b. Approve Current Bills, April 7, 2022
- D. Administrator Report
  - a. April 5<sup>th</sup> Election Report, Ron
  - b. Marble Trails Plan Up-Date, Ron
- E. Gunnison Public Lands Initiative Presentation, Lizzie McArthur
- F. Land use issues
  - a. Consider Ordinance #4 approving Hamra driveway license to encroach, Ron
  - b. Consider approval Thompson Park Easement request, Brent
  - c. Parks & Recreation Committee Report, Brent
- G. Old Business
  - a. CTO Proposal Update, Amber
  - b. Hepola Wetlands discussion, Josh
  - c. Special Event Venue Permits on Private Property discussion, Ryan
- H. New Business
  - a. Short Term Rental discussion, Josh
- I. Adjourn

Minutes of the Town of Marble  
Regular Meeting of the Board of Trustees  
March 3, 2022

A. Call to order & roll call of the Regular Meeting of the Board of Trustees – Mayor Ryan Vinciguerra called the meeting to order at 7:05 p.m. Present: Josh Vogt, Emma Bielski, Tim Hunter, Larry Good and Ryan Vinciguerra. Also present: Ron Leach, Town Administrator and Terry Langley, minutes.

B. Mayor’s comments – Ryan thanked everyone for coming. He asked for people who wished to speak to raise their hands and state their names.

C. Consent Agenda – Emma Bielski made a motion to approve the consent agenda. Larry Good seconded and the motion passed unanimously.

- a. Approve February 3rd, 2022 regular meeting minutes
- b. Approve Current Bills, March 3, 2022
- c. Approve Mill Site Park Use Permit

D. Roaring Fork Mountain Biking Marble Trails Presentation, Mike Pritchard –Mike, Executive Director of Roaring Fork Mountain Bike Association (RFMBA), gave some history about the RFMBA. Mike explained the mission and goals, including building the most create and sustain the best possible mountain bike trails in the Roaring Fork Valley and beyond and they have found that multiple use trails serve the public best. He discussed safety and health benefits, sustainability and maintenance, the planning and approval, funding and building and the finishing (signage) processes. He showed a map with possible bike trail routes and explained that the proposal for Marble is in the concept/idea starting point. The proposed trails would promote youth cycling and also be pedestrian friendly to benefit the local population. The concept has been developed with input from the parks committee and knowledgeable locals and will require physical evaluation of the proposed trail routes. The proposal includes singletrack sidewalks adjacent to the roadway, public alley trails on public right of way which could become winter Nordic trails. The proposal includes a nature trail near the river which would be coordinated with CPW, a trail around the Children’s Park, trails within the Millsite Park utilizing existing trails as well as a skills trail primarily for MCS students. The full report is available if town decides to proceed. The concept can modified and can be done in phases. He explained that there is some funding available. The proposal map includes bridges that would be summer/fall only (wooden break-away structures). The RFMBA is asking for feedback on the conceptual proposal as well as a vote from the trustees on continuing study. If approved, the RFMBA will proceed with planning, seek public input, and develop a final proposal. Ryan asked for questions and comments from citizens. Mike Yellico is in support of a trail through town and said he had walked the disc golf trail and sees no conflict. Richard Wells spoke in favor. Brent Compton spoke to the work Mike and his group did in response to the park committee concerns and the positive aspects of getting the town children off of the street. Jason Rusby thinks that work on the children’s portion is the place to start and emphasized the safety of being able to walk off of the street. Emmalee Machart spoke to the driver safety of getting bikes and hikers off of the road. She asked why the first funding grant in Rifle was turned down. Mike explained that there were many applicants for the state trails grants and that they were able to do the first phase with other funds. They reapplied and got a grant and can now proceed with subsequent phases. They have funding for the initial planning.

Amber McMahill asked if there were contingencies with the current funding. Mike explained that the benefactors want to emphasize putting youth on trails. The trustees spoke next: Josh Vogt spoke in favor of the project and promoting non-motorized travel throughout town. He would like to include the north side of town as well as developing a phasing plan and addressing wildlife concerns. Larry Good spoke to the history of town "improvements" such as the ice rink. He agreed with the need to separate the different modes of transportation and suggests beginning on the south side on public lands as the large scope of this plan and trails through alleys may be a hard sell. He proposed studying a scaled back proposal. Tim Hunter asked who commissioned this and Mike said that the initial funding came from Tom & Stuart Walton. He asked about maintenance/cost and Mike said they try to develop low maintenance trails. Additionally, the town can request that RFMBA provide some annual maintenance. Tim feels that this will bring more people than anticipated and will affect privacy. He stated that some alleys have been vacated and so are inappropriate for trail locations. He feels this is overkill and will negatively affect private property and that there aren't that many kids on bikes. He needs more input from town citizens before he can approve proceeding. Ryan likes providing alternative transportation for locals and recommends starting slowly, identifying priorities and focusing on connecting Marble assets. Emma Bielski suggested looking at the "Marblehenge" area as well. She would like to see Josh's trail ideas map next to this concept. She suggested asking citizens to draw their own trail ideas. She says yes to proceeding with the idea/planning process. Josh spoke in support of studying what is appropriate to address a recognized problem and that some sacrifices may need to be made by citizens/property owners. Ron Leach said that his focus is on process and that this is a land use proposal and will need a land use review in light of town codes and master plan. He would like to meet with Mike to look at that. He emphasized the need for public input and an open house. Jason suggested starting with connecting the school to the Millsite park. Richard spoke in favor of the larger proposal. Hawkins Siemon stated that this is a unique opportunity that someone wants to fund something that can help fix a current/future problem.

E. The Public Hearing, OWTS Ordinance #2022-1 – Josh Vogt made a motion to move into Public Hearing concerning OWTS Ordinance #2022-1. Larry Good seconded and the motion passed unanimously. Ron said that the ordinance had been on the website and was sent to interested people and that it can be approved, denied or tabled. Ryan pointed out some of the changes, including increasing permit request and variance request fees, language about minor repairs that do not require a permit or variance and language concerning short-term rentals that may require OWTS expansion and, if a variance is required, adding a restriction that the property cannot be used solely for economic gain. Josh explained that they evaluated every parcel in town and that there are 10 properties in town that seemed to fall into a gray area and the changes help to clear those up. Emmalee asked if there were other benefits that the trustees see coming out of this and those include fees covering costs, protecting water quality, health and safety. Richard asked if this would make it easier to improve existing systems and bring them up to date. Ryan said this would fall under the minor repair language. Josh said they wanted to provide a process for owners of nonconforming lots to seek a variance. He developed a flow chart to illustrate that process. Mike Yellico said that it will make it easier for people who are property shopping to know if they have enough land and will be able to build. Ryan read a letter in protest from Tommy Russel. Amber asked if this allows a variance on undeveloped property. Ryan said whether a property qualified for a variance would depend on if it met the listed criteria. Ron explained that the ordinance would not take effect for 45 days. Josh Vogt made a motion to approve OWTS Ordinance #2022-1. Emma Bielski

seconded. The motion passed unanimously. Josh Vogt made a motion to exit the public hearing and to move back into the regular meeting. Emma Bielski seconded and the motion passed unanimously.

#### F. Administrator Report

a. Discussion Regarding Alex Menard Code Violations, Ryan – Ryan explained that the board has had a couple of meetings regarding Alex’s code violations. Ron has asked for the board’s direction to send the notice. Ryan supports sending that notice. Josh supports that as well. Ron said that Alex is aware of everything in the notice. Josh spoke to the need to treat everyone equally. Amber read a letter from Alex. She asked how this issue came about. Josh said that they studied the parcels following the Lawrence lawsuit and Alex’s property was discovered to be the only parcel that is not developed, does not meet OWTS lot size, does not have water and does not have an OWTS. Ryan and Ron met with Alex privately to inform him of the issues. Amber said that issuing this to someone who has lived here for 30 years, making it impossible for him to continue to live here, is disturbing. Ryan said that this is a first step to inform and help Alex address the problems. Tim said that the town has looked the other way for a long time. The town is reaching out to him to try to work together to find a solution. Amber asked if he could be grandfathered in. Tim said he could not, but they do not want to kick him out of town – they want to work with him. Ryan explained that Alex is being officially noticed that he is in violation. There is no cease and desist or time line. Richard Wells asked that the town try to help Alex with his living situation. Larry Good spoke to working with Alex to find a way to mitigate the problems and to the fact that Alex bought his property before any of these codes were in effect. He does not think the letter should be sent at this point. Emma feels that a sympathetic approach is appropriate and this is a difficult issue. Ryan asked the board if anyone was opposed to sending the notice. Only Larry Good expressed that he was opposed to sending the notice. The board directed Ron to send the notice. Ron said that he would help Alex to explore his options.

b. American Recovery Plan funding, Ron – The plan on how to spend the funds needs to be submitted in April. The only proposal they have received is from the MCS for a social worker. Larry said there are several designations to help families through helping their children. He suggested using some of the funds to say thank you to school staff in the form of a monetary gift/hazard pay. Tim suggested giving the entire amount to the school. Larry Good made a motion to use the entire amount for the school for a mental health worker. Tim Hunter seconded. Tim and Larry voted yes. Josh Vogt and Ryan Vinciguerra voted no. Emma Bielski recused herself. The motion did not carry. Ryan then made a motion to give the school the \$16,000 the town has already received for a mental health worker. If it is necessary to designate the entire amount (\$32,000) by April 1, to send the full amount to the school. Tim Hunter seconded. Tim, Larry and Ryan voted yes. Josh voted no. Emma recused herself. The motion passed 3-1.

c. CTO proposal update, Amber – Amber submitted the grant by today’s deadline. If awarded the grant, they will work with Western State and the LKL steering committee to ensure that all of the educational information given by various entities, including the Hub, town employees and employees in Crystal, are communicating the same message. Chris Cox donated \$2,500 for the matching funds. \$14,000 of the grant will be used toward the messaging efforts and \$11,000 will go toward signage.

d. April 5, 2022 Election update, Ron – Ron named the election judges: Terry Langley, Frances Bogle, Jon Stovall and Tracey Harris. The order of names on the ballot were determined by lot at this

meeting. The names will be listed in this order: Amber McMahill, Larry Good, Josh Vogt and Tony Petracco.

#### G. Land use issues

a. Parks Committee Report, Brent- Brent reported that they had given the RFMBA input that was incorporated in this evening's presentation. They will be seeking public input on the park portion. He asked Emma to bring the historical preservation proposal to the next meeting, March 7. They are working on signage as well.

b. Update Marble Children's Park (MCP) Improvement Report & Request for Easement, Brent – Brent explained the irrigation/water plans. Tim discussed pump plans and possible problems with syphon issues. Another option is the east ditch which would need planning, work and agreements. Work continues on the electric plan. Ron said there are things they need to know for the easement (such as the depth of the pipe and what will be in the street) in order to have the attorney draw up a draft. They will communicate with the attorney to see just what he needs.

c. Special Event Permits on Private Property proposal, Ryan – no update at this time.

#### H. Old Business

a. Marble Historical Preservation Proposal, Emma – Ron, Emma and Katie Todt from Lueki and Associates (the engineer firm representing the quarry) met. Katie said they want to support the fundraising efforts and would like to be considered for the workforce behind paid work. .... Emma asked her for engineering in kind help with working on the two structures most at risk – the two walls on the west side as well as safety issues. They also discussed how the quarry will participate, incorporating the quarry's drone flight to include an arial imaging of the Mill Site Park. Emma hopes they can count on the quarry for a monetary contribution yearly. Katie suggested metal bands to help secure the forms. Emma and Ron will work on an educational component to meet requirements of the preservation standards.

b. Jail House – phase 1 of implementation needs an archeological survey of the foundation at a cost of \$1,825. They have \$18,000 in hand. They need \$38,000 total so Emma will be trying to raise \$20,000. They can utilize AVL's 502 3c for supplies and materials. John Ackerman has offered to do load bearing engineering work. They need to coordinate time lines with AVL. Emma asked if the town wanted to wait until all funds are in before scheduling work. The board agreed that they did.

#### I. New Business –

a. Terry announced that Pastor Jon Stovall is retiring. Because the Marble Community Church pastor serves the entire town, she asked for input from citizens on what they would like to see in a pastor.

b. Tim Hunter announced that Meredith Jones has died. She was one of founders of the Marble Water Company and was once the owner of the general store and rv park.

c. Tim Hunter announced that this would be his last meeting as a trustee. He said it had been a privilege to work with this group. The trustees thanked him and wished him well.

J. Adjourn – Josh Vogt made a motion to adjourn. Tim Hunter seconded and the motion passed unanimously. The meeting was adjourned at 10:12 p.m.

Respectfully submitted,  
Terry Langley

**Town of Marble**  
**Deposit Detail-General Fund**  
**March 2022**

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Date	Name	Memo	Account	Amount
03/07/2022		<b>Deposit</b>	<b>*General Fund -0240</b>	<b>5,979.71</b>
		2 Checks for MF T-shirts	Marble Fest	-70.00
		Deposit	Building Permits	-200.00
	Gunnison County	Deposit	Taxes	-751.25
	Colorado Stone Quarry CSQ	Deposit	CSQ Lease Agreement	-2,329.23
	Colorado Stone Quarry CSQ	Deposit	CSQ Lease Agreement	-2,329.23
	Colorado Stone Quarry CSQ	Deposit	CSQ Maintenance Payments	-300.00
TOTAL				-5,979.71

**Town of Marble**  
**Deposit Detail-Money Market Fund**  
**March 2022**

Date	Name	Memo	Account	Amount
<b>03/03/2022</b>		<b>Deposit</b>	<b>Money Market -1084</b>	<b>41.12</b>
		Deposit	Cigarette Tax	-41.12
TOTAL				-41.12
<b>03/08/2022</b>		<b>Deposit</b>	<b>Money Market -1084</b>	<b>4,740.13</b>
		Deposit	General Sales Tax	-4,740.13
TOTAL				-4,740.13
<b>03/10/2022</b>		<b>Deposit</b>	<b>Money Market -1084</b>	<b>9,460.34</b>
		Deposit	Taxes	-9,460.34
TOTAL				-9,460.34
<b>03/16/2022</b>		<b>Deposit</b>	<b>Money Market -1084</b>	<b>573.30</b>
		Deposit	Highway Use Tax (HUTF)	-573.30
TOTAL				-573.30
<b>03/31/2022</b>		<b>Interest</b>	<b>Money Market -1084</b>	<b>0.87</b>
		Interest	Interest Income	-0.87
TOTAL				-0.87

**Town of Marble**  
**Deposit Detail-Campground Account**  
**March 2022**

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Date	Name	Memo	Account	Amount
03/31/2022		Deposit	Campground Account -6981	4,572.37
		Deposit	Campground/Store Revenues	-4,086.12
		Deposit	Sales Tax	-486.25
TOTAL				-4,572.37

**Town of Marble**  
**Payroll Report**  
 April 2022

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Type</u>	<u>Amount</u>
<b>Colorado Department of Revenue</b>				
04/05/2022	11365	Colorado Department of Reven...	Liability Check	-535.00
Total Colorado Department of Revenue				-535.00
<b>United States Treasury</b>				
04/05/2022	11360	United States Treasury	Liability Check	-1,249.58
Total United States Treasury				-1,249.58
<b>Charles R Manus</b>				
04/01/2022	11361	Charles R Manus	Paycheck	-648.29
Total Charles R Manus				-648.29
<b>Richard B Wells</b>				
04/01/2022	11362	Richard B Wells	Paycheck	-752.74
Total Richard B Wells				-752.74
<b>Ronald S Leach</b>				
04/01/2022	11363	Ronald S Leach	Paycheck	-3,277.92
Total Ronald S Leach				-3,277.92
<b>Theresa A Langley</b>				
04/01/2022	11364	Theresa A Langley	Paycheck	-127.22
Total Theresa A Langley				-127.22
<b>TOTAL</b>				<b>-6,590.75</b>

**Town of Marble**  
**Budget vs. Actual**  
January 1 through April 5, 2022

	Jan 1 - Apr 5, 22	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
<b>Intergovernmental</b>				
Cigarette Tax	113.35	200.00	-86.65	56.7%
Colorado Trust Fund	456.83	1,500.00	-1,043.17	30.5%
General Sales Tax	16,453.89	140,000.00	-123,546.11	11.8%
Highway Use Tax (HUTF)	2,270.94	10,000.00	-7,729.06	22.7%
Mineral Lease Distribution	0.00	500.00	-500.00	0.0%
Other Permit & License Fees	0.00	0.00	0.00	0.0%
Severance Tax	0.00	100.00	-100.00	0.0%
Intergovernmental - Other	0.00	0.00	0.00	0.0%
<b>Total Intergovernmental</b>	<b>19,295.01</b>	<b>152,300.00</b>	<b>-133,004.99</b>	<b>12.7%</b>
<b>Licenses &amp; Permits</b>				
Building Permits	200.00	4,000.00	-3,800.00	5.0%
Business Licenses	50.00	1,500.00	-1,450.00	3.3%
Driveway Access Permits	0.00	0.00	0.00	0.0%
Other Licenses & Permits	0.00	500.00	-500.00	0.0%
Septic Permits	1,000.00	3,000.00	-2,000.00	33.3%
Licenses & Permits - Other	0.00	0.00	0.00	0.0%
<b>Total Licenses &amp; Permits</b>	<b>1,250.00</b>	<b>9,000.00</b>	<b>-7,750.00</b>	<b>13.9%</b>
<b>Other Revenue</b>				
Campground/Store Revenues	7,598.81	40,000.00	-32,401.19	19.0%
CSQ Lease Agreement	6,987.69	30,000.00	-23,012.31	23.3%
CSQ Maintenance Payments	900.00	3,600.00	-2,700.00	25.0%
Donations	0.00	2,000.00	-2,000.00	0.0%
GOCO Proceeds	0.00	0.00	0.00	0.0%
Holy Cross Electric Rebates	149.94	500.00	-350.06	30.0%
Insurance Proceeds	0.00	0.00	0.00	0.0%
Interest Income	2.37	500.00	-497.63	0.5%
Non-Specified	1,652.69	2,000.00	-347.31	82.6%
Parking Program Revenue	0.00	100.00	-100.00	0.0%
Settlement Proceeds	0.00	0.00	0.00	0.0%
SGB Lease Agreement	0.00	2,700.00	-2,700.00	0.0%
Transfers (In) Out	0.00	1,000.00	-1,000.00	0.0%
Tree Maintenance Program	0.00	0.00	0.00	0.0%
Other Revenue - Other	0.00	0.00	0.00	0.0%
<b>Total Other Revenue</b>	<b>17,291.50</b>	<b>82,400.00</b>	<b>-65,108.50</b>	<b>21.0%</b>

	Jan 1 - Apr 5, 22	Budget	\$ Over Budget	% of Budget
<b>Taxes</b>				
Additional License Tax	0.00	500.00	-500.00	0.0%
Delinquent Property Tax	0.00	0.00	0.00	0.0%
General Property Tax	0.00	28,190.00	-28,190.00	0.0%
Property Tax Interest	0.00	100.00	-100.00	0.0%
Special Use & Sales Tax	0.00	0.00	0.00	0.0%
Specific Ownership Tax	0.00	1,500.00	-1,500.00	0.0%
Taxes - Other	11,257.50	0.00	11,257.50	100.0%
<b>Total Taxes</b>	<b>11,257.50</b>	<b>30,290.00</b>	<b>-19,032.50</b>	<b>37.2%</b>
<b>Total Income</b>	<b>49,094.01</b>	<b>273,990.00</b>	<b>-224,895.99</b>	<b>17.9%</b>
<b>Gross Profit</b>	<b>49,094.01</b>	<b>273,990.00</b>	<b>-224,895.99</b>	<b>17.9%</b>
<b>Expense</b>				
<b>General Government</b>				
Abated Tax	0.00	0.00	0.00	0.0%
Bank Fees	0.00	0.00	0.00	0.0%
Building/Bathroom Construction	0.00	0.00	0.00	0.0%
Campground Expenses	1,115.65	25,000.00	-23,884.35	4.5%
Church Rent	0.00	600.00	-600.00	0.0%
Civic Engagement Fund	0.00	1,500.00	-1,500.00	0.0%
Dues & Subscriptions	0.00	500.00	-500.00	0.0%
Elections	25.00	4,000.00	-3,975.00	0.6%
Legal Publication	11.64	1,000.00	-988.36	1.2%
Marble Fest Expense	1,250.00	20,000.00	-18,750.00	6.3%
Marble Water Co 2017 Tap Fee	0.00	0.00	0.00	0.0%
Marble Water Co Monitoring Well	0.00	0.00	0.00	0.0%
Marble Water Co Past Due	0.00	0.00	0.00	0.0%
Marble Water Co Payment				
Interest - MWC	0.00	0.00	0.00	0.0%
Marble Water Co Payment - Other	0.00	0.00	0.00	0.0%
<b>Total Marble Water Co Payment</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Office Expenses</b>	<b>2,037.28</b>	<b>10,000.00</b>	<b>-7,962.72</b>	<b>20.4%</b>
<b>Parking Program Expenses</b>	<b>485.00</b>	<b>5,000.00</b>	<b>-4,515.00</b>	<b>9.7%</b>
<b>Recycle Program</b>	<b>1,092.00</b>	<b>3,000.00</b>	<b>-1,908.00</b>	<b>36.4%</b>
<b>Salaries</b>				
Enforcement Officer	0.00	0.00	0.00	0.0%
Park Employee	0.00	0.00	0.00	0.0%
Planning Consultant	0.00	0.00	0.00	0.0%
Town Administrator	0.00	0.00	0.00	0.0%
Salaries - Other	0.00	0.00	0.00	0.0%
<b>Total Salaries</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

	Jan 1 - Apr 5, 22	Budget	\$ Over Budget	% of Budget
Treasurers Fees	0.00	500.00	-500.00	0.0%
Tree Maintenance Program	0.00	0.00	0.00	0.0%
Unclassified	0.00	3,000.00	-3,000.00	0.0%
Weed Mitigation Program	0.00	1,000.00	-1,000.00	0.0%
Workshop/Travel	0.00	2,000.00	-2,000.00	0.0%
General Government - Other	0.00	0.00	0.00	0.0%
<b>Total General Government</b>	<b>6,016.57</b>	<b>77,100.00</b>	<b>-71,083.43</b>	<b>7.8%</b>
<b>General Government - Operating</b>				
Payroll Tax	0.00	0.00	0.00	0.0%
General Government - Operating - Other	0.00	0.00	0.00	0.0%
<b>Total General Government - Operating</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
Loan Payment - Citi Mortgage	0.00	0.00	0.00	0.0%
<b>Other Purchased Services</b>				
Bank Building Maintenance	0.00	0.00	0.00	0.0%
Earth Day Expenses	0.00	4,000.00	-4,000.00	0.0%
Grant Writing	0.00	1,000.00	-1,000.00	0.0%
Liability & Worker Comp Insc	1,367.71	6,500.00	-5,132.29	21.0%
Park Improvements	0.00	0.00	0.00	0.0%
Utilities	486.29	4,500.00	-4,013.71	10.8%
Other Purchased Services - Other	0.00	0.00	0.00	0.0%
<b>Total Other Purchased Services</b>	<b>1,854.00</b>	<b>16,000.00</b>	<b>-14,146.00</b>	<b>11.6%</b>
<b>Purchased Professional Services</b>				
Planning	3,840.00	0.00	3,840.00	100.0%
Audit	0.00	9,500.00	-9,500.00	0.0%
Boundaries Survey/Master Plan	0.00	0.00	0.00	0.0%
Engineering-Water Augmentation	0.00	500.00	-500.00	0.0%
Engineering Services & Insp.	360.00	3,000.00	-2,640.00	12.0%
Legal - General	7,599.33	25,000.00	-17,400.67	30.4%
Legal - Water Augmentation Plan	0.00	0.00	0.00	0.0%
Legal Expense - Special Project	0.00	0.00	0.00	0.0%
Municipal Court	0.00	1,500.00	-1,500.00	0.0%
Purchased Professional Services - Other	0.00	0.00	0.00	0.0%
<b>Total Purchased Professional Services</b>	<b>11,799.33</b>	<b>39,500.00</b>	<b>-27,700.67</b>	<b>29.9%</b>
<b>Roads</b>				
Snow & Ice Removal	12,962.50	30,000.00	-17,037.50	43.2%
Street Maintenance	3,125.00	25,000.00	-21,875.00	12.5%
Roads - Other	0.00	0.00	0.00	0.0%
<b>Total Roads</b>	<b>16,087.50</b>	<b>55,000.00</b>	<b>-38,912.50</b>	<b>29.3%</b>

	<u>Jan 1 - Apr 5, 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Wages &amp; Benefits</b>				
<b>FICA/Medicare</b>	1,671.47	8,000.00	-6,328.53	20.9%
<b>Total Wages</b>	21,445.68	100,000.00	-78,554.32	21.4%
<b>Wages &amp; Benefits - Other</b>	0.00	0.00	0.00	0.0%
<b>Total Wages &amp; Benefits</b>	<u>23,117.15</u>	<u>108,000.00</u>	<u>-84,882.85</u>	<u>21.4%</u>
<b>Total Expense</b>	<u>58,874.55</u>	<u>295,600.00</u>	<u>-236,725.45</u>	<u>19.9%</u>
<b>Net Income</b>	<u><b>-9,780.54</b></u>	<u><b>-21,610.00</b></u>	<u><b>11,829.46</b></u>	<u><b>45.3%</b></u>

## Crystal River Valley

### TREASURE MOUNTAIN

*Recommendation in Discussion – wilderness addition and SMA:*

#### **Primary Issues, Concerns, and Opportunities**

- Very High Biodiversity Significance (B2)
- Elk Summer Range
- Ptarmigan habitat
- Rare plant communities
- Overlaps designated Colorado Roadless Area
- Rocky Mountain Biological Lab (RMBL) has research sites near North Pole Basin and the Mexican Cut
- Winter motorized recreation corridor, connecting Schofield Pass to the Town of Marble.

#### **Rationale for Recommendation**

Due to its rugged wild character, the GPLI continues to consider this area for wilderness designation. The area adjacent to Mexican Cut and North Pole Basin are currently used for scientific research with the Rocky Mountain Biological Laboratory (RMBL) and are proposed for SMA designation.

Conversations are also on going with Crested Butte Mountain Guides, the Crested Butte Avalanche Center, Crested Butte Land Trust, Colorado Outward Bound, Wilderness Workshop, Gunnison Valley Climbers, private landowners in the area, and the community of Marble among others.

#### **Continue to:**

Engage public participation and appropriate analyses for final recommendations. The area may or may not be included in the GPLI's final proposal.

After recording return to:  
Town of Marble  
c/o Law of the Rockies  
525 N. Main Street  
Gunnison, CO 81230

## LICENSE TO ENCROACH

This LICENSE TO ENCROACH (“License Agreement”) is made as of the Effective Date (defined in paragraph 3 below), between the **Town of Marble** (“Town”), and **Laura Walton and David Hamra (a/k/a Dave Hamra)** (together “Licensee”) upon the following terms, conditions, and agreements:

### RECITALS

#### WHEREAS:

- A. The Town is the owner of platted east / west alley (the “Alley”) within Block 21, Town of Marble, as shown on the plat and declaration for the Marble Townsite, recorded April 11, 1900 in the Book of Plats at page 93; and as shown on the Map of Marble and West Park Street Addition, Gunnison County, Colorado, recorded in 1915 at Reception No. 125614, both in the real property records of Gunnison County, Colorado;
- B. Licensee is the owner of Lots 4-6 and 13-21, Block 21, Town of Marble, Gunnison County, Colorado, also known as 75 W. Main, Marble, Colorado;
- C. Licensee desires to construct a driveway connecting Lots 4-6 with W. Main St., which would cross the Alley, as shown on Exhibit A attached hereto (the “Encroachment”);
- D. Licensee desires and has requested a license to encroach on Town property with respect to this Encroachment;
- E. The Town is willing to grant a license to encroach concerning the Encroachment in accordance with the terms and conditions set forth herein;

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the foregoing recitals, the Town and Licensee agree as follows:

- 1. Grant of License. The Town hereby grants Licensee a license to allow the encroachment of the Encroachment onto the Alley upon the terms and conditions contained herein.
- 2. Scope of License.
  - a. The license is limited in geographic scope to the portions of Alley crossed by the Encroachment, as depicted on Exhibit A (“License Area”). The license does not apply to any property that is not owned by the Town or any property outside of the License Area.

- b. The license does not authorize the placement of any structure or any type of encroachment other than the driveway Encroachment on Town property.
3. Conditions Precedent. The license shall not be effective until 30 days have passed after the Town has published notice of an ordinance approving this license (the “Effective Date”).
4. Other Terms and Conditions.
  - a. Specifications for the driveway shall be provided to and approved by the Town prior to construction. Construction shall be in accordance with approved plans.
  - b. The driveway shall be soft surface and shall not interfere with east/west travel through the alley.
  - c. Licensee shall be responsible for maintenance and repairs of the driveway.
  - d. Once commenced, construction of the driveway shall be completed with reasonable diligence.
5. Ownership of 75 W. Main. Licensee represents and warrants that it is the sole owner of 75 W. Main.
6. Non-Exclusive Use; Reservation of Rights. The Licensee’s right to construct and use the Encroachment is non-exclusive, and the Town reserves the right to make all lawful uses of the Alley and the License Area.
7. Compliance with Town Code. Licensee shall comply with all requirements of the Town Code, including the Zoning Code and all applicable building codes, with respect to 75 W. Main and all structures located thereon.
8. Termination by Revocation. In the event that the Town determines that Licensee is in breach of this License Agreement, the Town shall give notice of such breach to Licensee. Licensee shall have 7 days to cure such breach. In the event such breach is not cured within the time allowed, the Town may revoke the license granted in this License Agreement by giving Licensee written notice of such revocation and termination. Upon termination, the Town reserves all rights with respect to the Encroachment, including the right to seek a court order compelling the removal of the Encroachment from Town property.
9. Proof of Termination. Upon termination, in whole or in part, of the license granted under this License Agreement, the Town may record an affidavit in the real property records of Gunnison County, Colorado. Such recorded affidavit shall constitute conclusive proof of termination.

10. No Property Interest. Licensee waives and releases any right, title, or property interest in the Alley. Upon termination of this License Agreement, Licensee waives and releases any right, title, or claim that Licensee may have to continue the use terminated.

11. Recording Costs. Licensee shall pay the fees for recording this License Agreement.

12. Indemnification. Licensee agrees to indemnify and hold harmless the Town from any and all claims, liabilities, debts, demands, losses, costs, damages, expenses (including without limitation attorneys' fees and costs as such attorneys' fees and costs are incurred) incurred by the Town, or made against the Town, and resulting from, arising out of, or in any way connected with, the license granted in this License Agreement. This indemnification specifically includes, without limitation, indemnification of the Town by Licensee against all liens and charges of any kind or nature that may be established against any portion of the Alley as a consequence of any act or omission of Licensee, or as a consequence or result of Licensee's interest hereunder. Licensee further agrees specifically to waive all claims and to indemnify and hold harmless the Town and other third parties from any damage to the Encroachment from the ordinary use of the Alley.

13. Notices. Any notice to be given hereunder shall be deemed delivered when personally served on the party to whom such notice is addressed or on the third day following mailing of such notice to such party at such party's following address, or such other address as such party shall specify in a written notice delivered to the other party as herein provided, to wit:

To Town: Town of Marble  
Attn: Town Clerk  
322 W. Park St., Marble, CO 81623

copy to:  
Law of the Rockies  
525 N. Main Street  
Gunnison, CO 81230

To Licensee: Laura Walton and David Hamra  
P.O. Box 66033  
Tucson, Arizona 85728

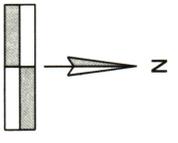
14. Attorneys' Fees. In the event of any litigation between the Town and Licensee arising out of, relating to, otherwise regarding this License Agreement, in which the Town is the prevailing party, the Town shall be entitled to recover all reasonable attorneys' fees and costs from the Licensee, including without limitation all attorneys' fees and costs incurred in litigation and in collections.

15. Binding Effect. This Agreement shall run with the land. The benefits and burdens created by this License Agreement shall be binding upon the parties hereto and their respective successors and assigns to 75 W. Main.

16. Authority. Each person executing this Agreement represents and warrants that he or she has been duly authorized by party on behalf of which such person is signing to execute this Agreement and has authority to bind said party to the terms and conditions hereof.

Executed effective the day first above written.

*[Signatures Appear on the Following Pages.]*



SCALE: 1" = 50'-0"

Exhibit A

THE LOCATION OF PROPOSED IMPROVEMENTS SHOWN ARE NOT THE RESULT OF A PROPERTY SURVEY. THE LOCATIONS ARE APPROXIMATE. IT IS THE HOMEOWNERS' DUTY TO ENSURE ALL CONSTRUCTION AND IMPROVEMENT LOCATIONS ARE ACCURATE. PROPERTY LINES AND SETBACK DISTANCES SHOULD BE CONFIRMED PRIOR TO EXCAVATION. SCALED FOR PRINTING ON 11" X 17" PAPER.

DRAWINGS MUST BE USED IN CONJUNCTION WITH DESIGN LETTER DATED 08/23/2021

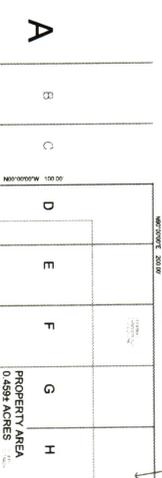
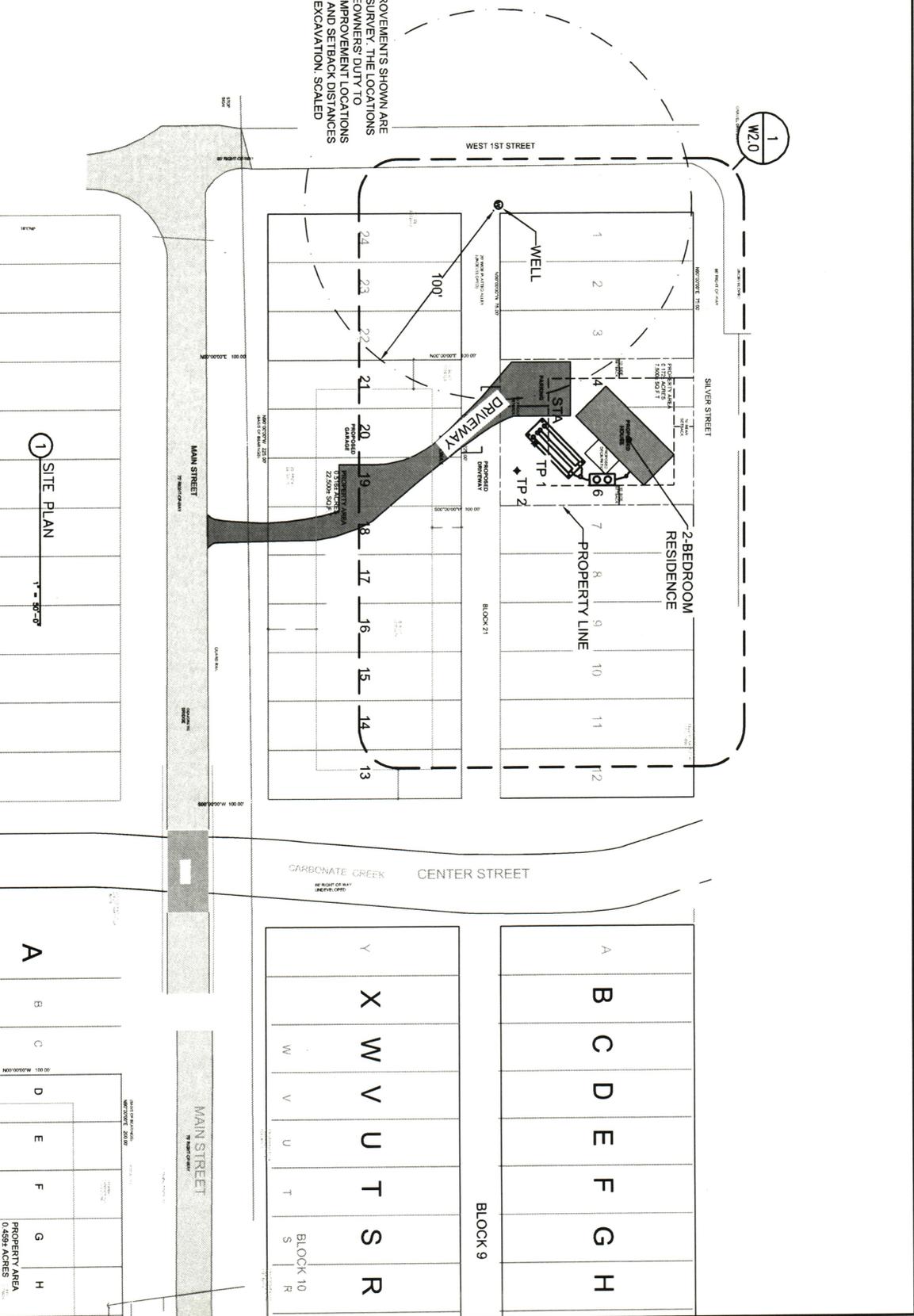


CBO Inc.  
129 Cains Lane  
Carbondale, Colorado 81623  
Phone 970.309.5259  
carla.osberg@gmail.com

**Hamtra/Walton Residence**  
75 W Main Street  
Town of Marble, Colorado  
Project Number: C1648

Date: 08/23/21  
Revised: 10/25/21  
Designed by: CBO  
Reviewed by: RB  
Drawn by: DD

**W1.0**  
Sheet 1 OF 4



DATE OF THIS DESIGN: 08/23/21  
PROJECT: C1648  
PROPERTY AREA: 0.459+ ACRES

TOWN OF MARBLE

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

ATTEST:  
  
\_\_\_\_\_  
Ron Leach, Town Clerk



Town of Marble  
Ordinance Number 2  
Series of 2022

AN ORDINANCE APPROVING A LICENSE TO ENCROACH BETWEEN THE TOWN OF MARBLE AND LAURA WALTON AND DAVID HAMRA.

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 owns the platted streets and alleys within the Town of Marble;
- C. Laura Walton and David Hamra (a/k/a Dave Hamra) own Lots 4-6 and 13-21, Block 21, Town of Marble, Gunnison County, Colorado, also known as 75 W. Main, Marble, Colorado, and desire to construct a driveway connecting Lots 4-6 with W. Main St., which would cross the east-west alley within Block 21;
- D. The Town is willing to grant a revocable license to Walton and Hamra to construct such a driveway;
- E. C.R.S. § 31-15-713 requires that any lease in excess of one year be approved in a Town ordinance; and
- F. The License to Encroach is for a term in excess of one year; and
- G. The Board of Trustees finds that entering into the License to Encroach is in the best interests of the Town of Marble.

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

- 1. The License to Encroach between the Town of Marble and Laura Walton and David Hamra, attached hereto as Exhibit 1 and incorporated herein by this reference, is hereby approved and shall be executed by the Mayor on behalf of the Town of Marble.
- 2. A copy of this ordinance shall be published by title only.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED BY TITLE this \_\_\_\_ day of \_\_\_\_\_, 2022 by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed.

TOWN OF MARBLE:

ATTEST:

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

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

## IRRIGATION SYSTEM LICENSE AGREEMENT

This Irrigation System License Agreement (“Agreement”) is entered into between the Town of Marble (the “Town”), a Colorado statutory town, and the Aspen Valley Land Trust (“AVLT”), a Colorado nonprofit corporation. The Town and AVLT may be referred to below individually as a “Party” or collectively as the “Parties.”

### Recitals

- A. The Town is the owner of the unvacated streets and alleys within the townsite as shown on the plats thereof recorded in the real property records of Gunnison County, Colorado.
- B. AVLT owns 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 (the “Park”), subject to certain deed restrictions included in the Warranty Deed recorded April 26, 2018 at Reception No. 652828 in the real property records of Gunnison County, Colorado (the “Deed Restrictions”).
- C. The Town owns Lots R and S, Block 15, East Marble (the “Jailhouse Parcel”).
- D. AVLT desires to provide a supply of irrigation water to the Park, and in furtherance thereof, desires to install an irrigation water pump and pipeline on and under a portion of the platted E. 2<sup>nd</sup> Street. The Town is willing to grant AVLT a license to install such pump and pipeline, subject to the terms and conditions of this Agreement.

### Agreement

In consideration of the foregoing recitals and the covenants and conditions set forth herein, the Parties agree as follows:

1. Grant of License. The Town hereby grants to AVLT, subject to the terms and conditions set forth in this Agreement, a non-exclusive revocable license (the "License"), for the construction, repair, replacement, maintenance, removal, and operation of an irrigation water pump and underground pipeline to deliver water from the Crystal River to the Park (the “Water System”) on and underneath the License Area illustrated on Exhibit A, being a portion of East 2<sup>nd</sup> Street between the Crystal River and E. Main Street.
2. Design and Construction; Maintenance and Repairs.
  - a. Subject to express cost-sharing language in this Agreement to the contrary, all costs of installation, maintenance, and repairs of the System shall be the responsibility of AVLT.
  - b. Prior to construction, AVLT shall:
    - i. Survey and flag all block corners that are adjacent to the 2<sup>nd</sup> St. right of way between the Crystal River and the AVLT property;
    - ii. Obtain Town approval of the final design of the System including the design and location of any above-ground improvements; and
    - iii. Complete a utility locate within the License Area.

Commented [KKB1]: AVLT to provide

- c. AVLT shall cause the pipeline to be installed underground, at a depth of no less than \_\_\_ feet except where it daylight at the river and the Park; and outside but within 5 feet of, the western edge of the existing improved traveled north/south path in the 2<sup>nd</sup> St. right of way.
- d. Except during performance of necessary installation, repair or maintenance work on the System, AVLT shall not disturb the surface of the Town streets nor otherwise interfere with the use of Town streets by the public.
- e. AVLT shall not disturb the surface of Town streets without obtaining approval of the dates and times that the surface will be disturbed, and shall provide the Town with 72 hours of advance notice prior to causing any disturbance to the surface of any Town property.
- f. Any work that necessitates a disturbance to the surface of Town property shall be performed as expeditiously as possible and the property shall be returned to its pre-existing condition as expeditiously as possible.
- g. AVLT shall post warning signs on both sides of any disturbed surface to notify the public that the area is under construction.
- h. Installation of, and work on, the System shall be performed in accordance with all applicable state and local laws and codes, and where so required, the work shall be performed by a licensed contractor. AVLT shall obtain all necessary permits for the work.

3. Obstructions.

- a. AVLT shall have the right, upon prior consultation and coordination with the Town, to cut, remove, clear away, trim and control, by any reasonable means, including machinery or otherwise, any and all trees, brush and shrubbery within the License Area, which now or hereafter, may interfere with the safe construction, operation and maintenance of the System and related equipment.
- b. The Town shall not allow any building or other structures to be placed or remain above the License Area in such a manner as to interfere with the safe operation or maintenance of the System. Upon receipt of written notice from AVLT identifying material, structures or property deemed by AVLT to interfere with the safe operation or maintenance of the System, the Town shall cause the material or structures to be removed.

4. Reclamation.

- a. AVLT must restore the disturbed area, at its sole cost and expense, to the same condition as such area existed prior to AVLT's construction activities.
- b. AVLT shall backfill all disturbances caused by the underground excavation and AVLT shall restore the surface of the Town property to its original contour as nearly practicable and will reasonably replace or rebuild any and all damaged property, the damage to which is caused by the installation, operation or maintenance of the System. The restoration shall be accomplished as soon as practicable after work is performed.
- c. AVLT shall remove all surplus excavation and spoils from the Town property.

5. As-Built Survey. AVL T shall provide to the Town, upon installation of the System, a survey showing the “as-built” location of the System.
6. Duty to Prevent Damage or Interference. The System shall be installed and the System and License Area shall be used in such a manner as not to cause any damage or destruction of any nature whatsoever, including damage to personal property and existing improvements located on Town property. AVL T shall promptly correct or repair any and all damage caused by AVL T and AVL T's agents or employees while performing construction or maintenance work on the System, at AVL T's sole cost and expense. The System shall be installed and the System and License Area shall be used in such a manner as not to cause any interference with or interruption of the use of any adjoining lands owned by the third parties and any utilities installed over, across, or underneath Town property.
7. AVL T's Property. The Town agrees that the System shall remain the property of AVL T, removable at the sole discretion of AVL T.
8. The Town's Property. The Town shall remain the fee title owner of the License Area and shall be entitled to the full use and enjoyment of the License Area, subject only to the rights conveyed to AVL T in this License.
9. Compliance with Deed Restrictions. AVL T shall operate the Park in conformance with the Deed Restrictions.
10. Water Supply for Jailhouse Parcel.
  - a. The System shall be used to provide water for irrigation of landscaping on the Jailhouse Parcel.
  - b. The irrigation system for the Park shall be designed, constructed and operated in a manner that allows for conjunctive irrigation of the Jailhouse Parcel.
11. Water Rights.
  - a. AVL T may adjudicate a water right for the System at its expense. AVL T shall name the Town as a co-applicant in such adjudication to the extent of the Town's pro rata beneficial use (on the Jailhouse Parcel).
  - b. The place of use of the adjudicated water right shall be limited to the Park and Jailhouse Parcel, and shall not be subsequently changed or enlarged without the prior written consent of the Town.
  - c. AVL T shall, at its expense, contract with the Colorado Water Conservation District for replacement water to prevent the curtailment of the System when it would otherwise be out of priority due to a call from below the confluence of the Roaring Fork and Fryingpan Rivers.
12. River Intake Cost Share.
  - a. Maintenance, repairs, and replacement of the river intake components of the System (including pump, pumphouse, and infrastructure upstream of the pump), shall be the responsibility of AVL T, provided that the cost of such work shall be shared between the Parties as follows: \_\_\_\_\_

**Commented [KKB2]:** need more details here. Email from AVL T simply mentioned a cost-share.

13. Term: Termination. The License shall be perpetual in duration, subject to termination by mutual agreement of the parties, or by the Town in accordance with this paragraph. The Town may terminate this Agreement upon AVLT's breach of the Agreement, provided that the Town gives AVLT notice of such breach and 7 days to cure a breach that by its nature is capable of being cured within 7 days, or a reasonable amount of time to cure a breach that by its nature is not capable of being cured within 7 days, provided that AVLT commences the cure within 7 days and pursues it with reasonable diligence. Additionally, the Town may terminate the Agreement without cause at any time 25 years or more after the date of this Agreement, provided that the Town provides AVLT with no less than one year's notice prior to such termination.
14. Limitation of Liability of The Town. Notwithstanding anything contained in this agreement or in applicable law, neither The Town, nor its officers, employees, agents, staff, officials or contractors shall have any liability or responsibility whatsoever in connection with the System, such responsibility being hereby expressly and completely assumed by AVLT.
15. Indemnification by AVLT. AVLT shall indemnify and hold the Town harmless from any and all claims for damage to real and personal property and injuries to or death suffered by persons by reason of the construction, repair, maintenance, or operation of the System.
16. No Waiver of Immunity. No provision of this Agreement shall be interpreted to waive or limit any rights or defenses against liability available to the Town 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.
17. Amendment and Validity. No addendum, amendment, change or modification of this Agreement shall be binding between the Parties unless in writing and executed by the Parties hereto.
18. Applicable Law. This Agreement shall be interpreted, construed and governed by the laws of the State of Colorado. Jurisdiction and venue for any action arising out of or relating to this Agreement or the interpretation, enforcement, or determination of the rights and duties of the Parties under this Agreement shall be the District Court of Colorado, in Gunnison County, Colorado.
19. Attorney Fees. If any action is brought in a court of law by any Party as to the enforcement, interpretation or construction of this Agreement, the prevailing Party in such action shall be awarded reasonable attorney fees as well as all costs incurred in the prosecution or defense of such action.
20. Counterparts. A copy of this Agreement may be executed by each Party, separately, and when each Party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract among the Parties.
21. Recording. This Agreement may be recorded in the real property records of Gunnison County, Colorado.
22. Authorization. By executing this Agreement, each person signing on behalf of each Party acknowledges and represents to one another that all procedures necessary to validly contract and execute this Agreement have been performed, and that the persons signing for each Party have the legal capacity and have been duly authorized to do so.

Executed on the date set forth below.

Town of Marble

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

\_\_\_\_\_ Date

Attest: \_\_\_\_\_  
Ron Leach, Town Clerk

ASPEN VALLEY LAND TRUST

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as \_\_\_\_\_ of the Aspen Valley Land Trust. Witness my hand and official seal. My commission expires: \_\_\_\_\_.

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