

Town of Marble  
Regular Meeting of the Board of Trustees  
February 1<sup>st</sup> 7:00 P.M.  
Marble Community Church, 121 W. State St. Marble, Colorado  
Agenda

- A. 7:00 P.M. Call to order & roll call of the regular February meeting of the Board of Trustees
- B. Mayor Comments
  - a.
- C. Consent Agenda
  - a. Approve January 4, 2024 minutes
  - b. Approve Current Bills, February 1, 2024
- D. Administrator Report
  - a. 2024 Election Report, Ron
  - b. Discussion with Hub representatives regarding building ownership
  - c. Consider approval Wetlands Management Agreement, Ron
  - d. Authorize filing of diligence application for water rights
- E. Land Use Issues
  - a.
- F. Committee Reports
  - a. Parks committee report
  - b. Master Plan Committee report
- G. Old Business
- H. New Business
  - a. Consider approval of current business license applications, Alie
- I. Adjourn

Minutes of the Town of Marble  
Regular Meeting of the Board of Trustees  
January 4th, 2024

A. The meeting was called to order by Mayor Ryan Vinciguerra at 7:02 p.m. Present: Amber McMahill, Emma Bielski, Larry Good, Tony Petracco and Ryan Vinciguerra. Also present: Ron Leach, Town Administrator; Alie Wettstein, Administrative Assistant and Terry Langlely, minutes.

B. Mayor's Comment – Welcome and thank you for attending.

C. Consent Agenda – Larry Good made a motion to approve the Nov. 2, 2023 minutes (they were not approved in December due to two council members missing the November meeting. Amber McMahill seconded and the motion passed with 4 yays and Tony Petrocco abstaining. Amber McMahill made a motion to approve the consent agenda. Larry Good seconded and the motion passed unanimously.

- a. Approve December 7th, 2023 Minutes
- b. Approve Current Bills, January 4th, 2024

D. Administrator Report

a. Consider Approval of the Marble Wetlands Management Plan – Pat Willits & John Armstrong – Pat gave some history of the project and the management plan and the management agreement. He asked for any issues with the current draft of the plan which contains ways to amend it if needed in thee future and treats the property as, essentially, a passive nature preserve. Tony asked for an estimate of yearly costs for the town to meet the expectations of the plan. Pat said he does not feel there are any hard costs other than some staff time. They hope to see a visible presence of either volunteer or paid staff daily for a short time. John said costs for things like weed management would be under the auspices of the Aspen Valley Land Trust (AVLT). Time for monitoring and stewardship would be minimal: simply keeping an eye on the place. Tony asked about the existing easement and the use of heavy equipment by the adjoining property owner. Pat explained that the easement agreement has been in place since 1961. It does not limit the neighbor's use. Pat said they were warned that the neighbor would be doing a construction project but they don't anticipate it means making road improvements such as widening or paving the road. John anticipates installing an electronic gate once that project is complete to limit unauthorized use of the road. Pat said the neighbor bought property with the easement already in place and he is limited to use similar to current use. There will be a copy of the easement as an amendment in the final management plan. There have been some improvements made but it is hoped that it will be allowed to return to something similar to the original road once the project is complete. Amber asked for an update on the smelter and the slag pile. Pat said that a grant paid for the work to address that and the work is complete. There is an agreement with the State of Colorado that the site will be maintained as it is now. The state will issue a letter of No Further Action that means that everything that the state and the EPA has asked for has been addressed. It protects the owner from further action and liability regarding this. Pat said that there are conversations about getting access from CPW's state-owned property to the wetlands. He also said there is a natural drainage/erosional gully to the east of the smelter site that is affected adversely by a culvert under the quarry road. They have asked the county road and bridge department to evaluate putting another culvert above the current one to help reduce heavy washing. Emma thanked the Trust for Land Restoration, Pat and John for their hard work on this project. Pat said the revised management plan will be presented at the February meeting. It will address issues/questions from the town attorney, including indemnity language. Richard Wells asked what would happen if the neighbor wanted to put a business on his

property. Pat said their attorney felt that the owner is limited to uses similar to those that the easement was intended for.

b. Public hearing to consider approval of Liquor Application for Beaver Lake Lodge – Ron explained that this is not the public hearing, but an introduction to the request to hold one. He has the completed application. A public hearing needs to be set at least 30 days from tonight and a public notice needs to be posted on the property 10 days prior to the hearing. Karen Good explained that they will not be opening a bar and that this would be for special events such as the singer/songwriter and story teller nights. Ryan Vinciguerra made a motion to set the public hearing for March 7, 2023. Emma Bielski seconded and the motion passed unanimously.

c. Approve Resolution #2024-1 regarding Public Posting Place - Ron explained that this is done each year. Larry Good made a motion to designate the bulletin board at the Hub as the public posting place. Emma Bielski seconded and the motion passed unanimously.

d. Consider Approval of Gunnison County Plow IGA - Ron explained that this is another yearly agreement. Tony asked why his street is not plowed. Dustin Wilke said the county plows the A roads – paved road to base of Daniel’s Hill, up by the school and around the church fellowship hall. They widen secondary street plowed areas if requested by the town. Otherwise, those secondary streets are plowed by whoever the town contracts with. If there is a need for changes, those need to be requested through Ron Leach. Amber asked about language in the agreement that states the county will plow secondary streets. Dustin will check on this with the county. Tony Petracco made a motion to approve the agreement. Amber McMahill seconded and the motion passed unanimously.

E. Public Hearing to consider approval of 2024 Budget – Larry Good made a motion to reopen the public hearing. Amber McMahill seconded and the motion passed unanimously. Ron said the changes requested last month have been made to the proposed budget and the ordinances have been adjusted accordingly. Ron said that property valuations in Marble increased 41% over 2023 valuations. Previous increases have been in the neighborhood of 5%. The mill levy is and has been 6.5%. The town does not have to take the full amount. The town can offer a rebate or a one-year temporary tax credit. As this stands currently it would mean an increase of \$7000 in revenue and is shown on page 22 of the packet. Amber asked how a credit would be returned to property owners. Ron said it would be a lower property tax bill. This would be only for the town’s portion and would essentially be a gesture of good will as the individual amounts would be minimal. Ryan spoke to the town’s increased financial needs.

a. Consider approval of 2024 Mill Levy – Ordinance # 2023-1 Tony Petracco made a motion to approve Ordinance 2023-1. Larry Good seconded and the motion passed unanimously.

b. Consider Adoption of 2024 Budget – Ordinance # 2023-2 – Tony Petracco made a motion to approve Ordinance 2023-2. Larry Good seconded and the motion passed unanimously.

#### F. Committee Reports

a. Parks Committee – No meeting but Josh Hochhalter plowed the ice on Beaver Lake for skating.

b. Master Plan Committee – Mark Chain – Mark said the group is down to about 9 strong-willed people. Several have a focus on a few issues. The survey results were divided. They are currently working on goals, objectives and implementation. Main subject areas are infrastructure, housing, enforcement, land use and growth, financing and economics/revenues, history/culture/art, preservation, and sustainability. He hopes to have the implementation matrices done by the end of January. Mark has been working on land use and growth. There are not many areas that would be easy to annex. He has identified approximately 110 lots that

might be able to be built on (37 in town, 73 outside). There are 400 undeveloped lots but most of them are too small for development. The zoning code needs to be reformatted for ease in usage. Business areas need to be identified and criteria identified. Potential for growth is limited. He discussed some of the survey results including desire for paved roads (low), enforcement (civil vs criminal) and affordable housing. Demographics are changing due to the cost of housing. Amber asked about public meetings. Mark said that they will need to wait for warmer months for increased participation. Discussion on in-person and virtual meetings followed and the consensus was that public, in-person is the preferred way. Mark suggested a document be drawn up in draft form that can be amended after public meetings. It can then be adopted by the board. Larry spoke to wanting to hear from the public since the board represents the town, not just personal interests. Amber discussed the format and suggested having different tables/centers for the different areas. Mark said resolution of the LKL and ATV issue is important to the overall livability and pressure should be applied to the powers that be although that has not been something the group has tackled. Mark explained that the different issues should be prioritized for the board to then address. Ryan spoke to the board's preference for public meetings and asked about how the survey was sent. He wants to make sure everyone is informed and invited to any public meetings. Alie Wettstein said the address list went from Crystal to the Darian's and was sourced from the county. There were nearly 400 mailed out and there was information on how to source it on the website. Other communication avenues were discussed, including radio, newspaper, social media and placards. Amber suggested a meeting format that includes an in-person, public meeting with a separate zoom such as done with the LKL meeting.

#### G. Old Business

- a. Dustin explained that plowing requests will result in additional billing to the town.
- b. Terry reported that the Thompson Divide comment period is open until Monday evening.
- c. Ron said Mike Yellico asked that the town pursue the paid parking program with the SBA.
- d. Amber asked for a work session regarding finishing up old projects.
- e. Election petitions are available and need to be turned in by January 22.

#### H. New Business

- a. Dustin asked that the council develop a list of accomplishments for 2023 and how much time was spent to be presented in February. He then suggested going back further.
- b. Amber invited everyone to the 7<sup>th</sup> & 8<sup>th</sup> grade trip fundraising pancake breakfast on Saturday, Jan 20, 8 a.m. to noon at the school.

I. Adjourn – Tony Petracco made a motion to adjourn. Larry Good seconded and the motion passed unanimously. The meeting was adjourned at 9:51 p.m.

Respectfully submitted,  
Terry Langley

**Town of Marble**  
**Deposit Detail-Money Market Fund**  
**December 2023**

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
<b>12/05/2023</b>		<b>Deposit</b>	<b>Money Market -1084</b>	<b>20.21</b>
		Deposit	Cigarette Tax	-20.21
TOTAL				-20.21
<b>12/08/2023</b>		<b>Deposit</b>	<b>Money Market -1084</b>	<b>367.22</b>
		Deposit	Property Taxes	-367.22
TOTAL				-367.22
<b>12/08/2023</b>		<b>Deposit</b>	<b>Money Market -1084</b>	<b>17,585.05</b>
		Deposit	General Sales Tax	-17,585.05
TOTAL				-17,585.05
<b>12/31/2023</b>		<b>Interest</b>	<b>Money Market -1084</b>	<b>588.59</b>
		Interest	Interest Income	-588.59
TOTAL				-588.59

**Town of Marble**  
**Deposit Detail-General Fund**  
**January 2024**

Date	Name	Memo	Account	Amount
01/03/2024		Deposit	*General Fund -0240	300.00
	Colorado Stone Quarry CSQ	Deposit	CSQ Maintenance Payments	-300.00
TOTAL				-300.00

**Town of Marble**  
**Check Register**  
January 4 through February 1, 2024

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Num	Date	Amount
<b>Alie Wettstein</b> 11855	01/29/2024	-528.00
<b>Century Link</b> 11853	01/29/2024	-253.43
<b>Gunnison county Public Works</b> 11849	01/29/2024	-2,068.00
<b>Law of the Rockies</b> 11850	01/29/2024	-282.00
<b>Marble Crystal River Chamber</b> 11854	01/29/2024	-35.00
<b>Marble Water Company</b> 11852	01/29/2024	-180.00
<b>Mark Chain Consulting, LLC</b> 11856	01/29/2024	-8,190.00
<b>Mountain Pest Control, Inc.</b> 11851	01/29/2024	-56.00
<b>Ragged Enterprises, LLC</b> 11857	01/29/2024	-405.00
<b>Richard Wells</b> 11848	01/16/2024	-119.54

01/29/24

# Town of Marble Payroll Report February 1, 2024

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<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Type</u>	<u>Amount</u>
<b>Alie O Wettstein</b> 02/01/2024		Alie O Wettstein	Paycheck	-2,294.19
Total Alie O Wettstein				-2,294.19
<b>Charles R Manus</b> 02/01/2024		Charles R Manus	Paycheck	-765.27
Total Charles R Manus				-765.27
<b>Richard B Wells</b> 02/01/2024		Richard B Wells	Paycheck	-243.17
Total Richard B Wells				-243.17
<b>Ronald S Leach</b> 02/01/2024		Ronald S Leach	Paycheck	-3,601.09
Total Ronald S Leach				-3,601.09
<b>Theresa A Langley</b> 02/01/2024		Theresa A Langley	Paycheck	-212.79
Total Theresa A Langley				-212.79
<b>TOTAL</b>				<b>-7,116.51</b>

**Town of Marble**  
**Profit & Loss**  
January 1 - 30, 2024

	<u>Jan 1 - 30, 24</u>
<b>Income</b>	
<b>Intergovernmental</b>	
Cigarette Tax	14.92
General Sales Tax	8,264.54
<b>Total Intergovernmental</b>	8,279.46
<b>Other Revenue</b>	
CSQ Maintenance Payments	300.00
<b>Total Other Revenue</b>	300.00
<b>Property Taxes</b>	206.00
<b>Total Income</b>	8,785.46
<b>Gross Profit</b>	8,785.46
<b>Expense</b>	
<b>General Government</b>	
Master Plan	8,190.00
Office Maint.	56.00
Campground Expenses	180.00
Dues & Subscriptions	35.00
Office Expenses	528.00
<b>Total General Government</b>	8,989.00
<b>Other Purchased Services</b>	
Utilities	253.43
<b>Total Other Purchased Services</b>	253.43
<b>Park Fund Expenses</b>	
Maintenance - Park Fund	119.54
<b>Total Park Fund Expenses</b>	119.54
<b>Payroll Expenses</b>	0.00
<b>Purchased Professional Services</b>	
Accounting	405.00
Legal - General	282.00
<b>Total Purchased Professional Services</b>	687.00
<b>Roads</b>	
Street Maintenance	2,068.00
<b>Total Roads</b>	2,068.00
<b>Wages &amp; Benefits</b>	
FICA/Medicare	615.06
Total Wages	7,455.04
<b>Total Wages &amp; Benefits</b>	8,070.10
<b>Total Expense</b>	20,187.07
<b>Net Income</b>	<b>-11,401.61</b>

MARBLE WETLANDS PRESERVE

MANAGEMENT AGREEMENT

Between

THE TRUST FOR LAND RESTORATION,

THE TOWN OF MARBLE,

&

THE ASPEN VALLEY LAND TRUST

I. PARTIES

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

II. PURPOSE

This Management Agreement's purpose is to establish an understanding and a working relationship between the Parties whereby TLR, as owners of the 54-acre Marble Wetlands Preserve (PRESERVE) Property, designates the TOWN as managers of the PRESERVE, and recognizes AVLT's rights and responsibilities, as holders of the Conservation Easement to be granted by TLR to AVLT on \_\_\_\_\_, 2024 to monitor and, if necessary, enforce terms of the Conservation Easement; to provide for the management and public use of the PRESERVE in a manner that best protects the Conservation Values associated with the Property, as enumerated in the Conservation Easement and further described in the Management Plan. The Management Plan was prepared by AVLT and was adopted by consent of the Parties on \_\_\_\_\_, 2024 and incorporated by reference into the Conservation Easement thereafter.

### III. MUTUAL INTEREST OF THE PARTIES

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

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

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

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

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

### IV. RESPONSIBILITIES OF THE PARTIES

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

TLR, as owner in fee simple of the Marble Wetlands Preserve and as grantor of a conservation easement to AVLT designed to maintain and protect certain Conservation Values, has the authority and hereby designates the TOWN the managers and enforcers of the PRESERVE.

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

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

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

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

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

TLR or its designate may conduct public outreach and outdoor education activities on the PRESERVE provided the Marble Town Manager is notified at least 30 days prior to the activity and approves in writing by email or other means.

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

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

The TOWN reserves the right to perform routine maintenance and upkeep of the PRESERVE without further notice to, or permission from TLR. For the purposes of this agreement, "routine maintenance

and upkeep" is defined as trash and debris removal; sign upkeep; erosion control; and management of weeds and insect infestations by means necessary but emphasizing non-chemical methods.

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

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

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

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

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

AVL T may conduct public outreach and outdoor education activities on the PRESERVE provided the Marble Town Manager is notified at least 30 days prior to the activity and approves in writing by email or other means.

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

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

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

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

TLR and AVLT's sole remedy against the TOWN for failure to perform the TOWN's obligations under the agreement shall be termination of the Agreement.

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

V. PERIOD OF AGREEMENT, MODIFICATION AND TERMINATION

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

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

\_\_\_\_\_  
Patrick Willits, Executive Director  
The Trust for Land Restoration

\_\_\_\_\_  
Date

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Ryan Vinciguerra, Mayor  
The Town of Marble

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Date

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Suzanne Stephens, Executive Director  
The Aspen Valley Land Trust

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Date

**To:**

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

**To:**

The Town of Marble  
322 West Park Street  
Marble CO 81623  
Attn: Ron Leach [leach@townofmarble.com](mailto:leach@townofmarble.com)

**To:**

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

<p><b>DISTRICT COURT, WATER DIVISION 5, COLORADO</b>  109 Eighth Street, Suite 104  Glenwood Springs, Colorado 81601  (970) 928-3062</p>	
<p><b>CONCERNING THE WATER APPLICATION OF:</b></p> <p><b>THE TOWN OF MARBLE</b></p> <p>In Gunnison County, Colorado</p>	<p><b>▲ COURT USE ONLY ▲</b></p> <hr/> <p><b>Case Number: 17CW3056</b></p>
<p align="center"><b>PRE-CANCELLATION NOTICE</b></p>	

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

Law of the Rockies  
Marcus J. Lock, Esq.  
Kendall K. Burgemeister, Esq.  
525 North Main St.  
Gunnison, CO 81230

1. A Decree of Court dated March 4, 2018 specified that an application for a Finding of Reasonable Diligence or To Make Conditional Water Right Absolute shall be filed with the Water Clerk in the month of March 2024 pursuant to C.R.S. §37-92-302(1) with respect to Decreed Conditional water rights.
  
2. C.R.S. §37-92-301(4) provides in part: “In every sixth calendar year after the calendar year in which a water right is conditionally decreed, the owner or user thereof, if he desires to maintain the same, shall obtain a finding by the Referee of reasonable diligence in the development of the proposed appropriation, or said conditional water right shall be considered abandoned. The Ruling of the Referee and the Judgment and Decree of the court determining a conditional water right shall specify the month in such calendar year in which an application for a Finding of Reasonable Diligence shall be filed with the Water Clerk pursuant to Section §37-92-302(1)”.
  
3. Unless an Application for Finding of Reasonable Diligence or To Make Conditional Water Right Absolute is filed with respect to the above-described conditional water right in the month of March 2024, that conditional water right will be considered abandoned and will be cancelled by Court Order.

Dated: January 22, 2024

KATHERINE L. POWERS, WATER CLERK

  
\_\_\_\_\_

Notes from the Town of Marble  
Master Plan Committee Meeting  
January 25, 2024

A. Meeting Call to Order -Present: Jeremiah Akers, Brian Suter, Richard Wells, Angus Barber, Amy Rusby, Sam Wilkey and Connie Manus, Also: Mark Chain, Alie Wettstein, Ron Leach and Terry Langley.

B. Review and Approval of January 11 MPC meeting notes

- (accurate, anything missing, etc.) Brian clarified that he meant to say parallel not horizontal in the discussion of lots and parking in relation to business zoning.

C. Quick recap of January 21 Public input session at Inn at Raspberry Ridge (15 minutes)

D. Quick review of Mark's goals/objectives and implementation items for

- Infrastructure
- Enforcement – see handout - goals: enforcement as part of the town's general services, make it be cost effective. Explore sharing personnel/costs with other jurisdictions. Angus suggested including encouraging two parties to attempt to work out things before coming to the council. Mark said it probably isn't part of MP. Sam asked that everyone be treated equally, consistently. Ron said there is enforcement for some things currently – zoning, parking, code enforcement but that there is no enforcement for criminal or traffic (speeding). We need to identify and define what kind of enforcement the town wants. Richard said we need to identify the most pressing thing that needs enforcement. Safety vs annoyance. Cameras at the stop signs and speed indicators were suggested.

- Art/culture/Historic preservation – Connie suggested bringing back WinterFest but having it at the park. Amy said that the parks committee is already working on some of the goals stated in the implementation matrix. Sam suggested finding out what the Historical Society has planned.

- environment/sustainability – Suggestions included reporting of chemical and septic issues with resulting enforcement. Having periodic LKL reviews. Invite Forest Service to come in and talk to MPC and/or Board about their plans for the area. Ron spoke to the LKL problem being a behavior/volume problem.

Funding/economics has been discussed before. Connie asked about fees paid for use of the Mill Site Park. Mark explained that park fees often are just to cover costs of holding an event. Amy explained that the Parks committee has an application, fees and requirements. Mark spoke to approaching some of the deep pockets to donate funds, land, etc. Connie suggested some of the small lot owners about donating their useless, unbuildable lots. Sam asked about special event business licenses and subsequent sales tax and Alie said that as a vendor, she has to fill out a yearly business license for other location's events. Other sales tax or tourism fee possibilities - Jeep Tours, ATV rentals – should be explored. Mill Site parking as a source of revenue – currently can't do it according to the deed.

Housing: with existing lots, housing probably does not need goals/objectives or implementation. The three-mile out requirement could mean some projects outside of town. Brian gave an example: the proposal for a 12-unit bunk house at the bottom of Serpentine. Angus asked about demolition by neglect to encourage owners to either develop or sell.

Angus spoke to including the school in this process. The board president, Hawkins Siemon, is willing to come speak to the MPC. Amy said that the town and school have historically worked well

together. Richard spoke to collaborating on shared space. Amy added housing to that. Angus spoke to the MPC mission statement and the focus on children/young people. Amy said there is money available, particularly for safety issues. Mark suggested adding a write up encouraging the collaboration.

E. Mark's take on miscellaneous Findings that should be in the Master Plan

Lead King Loop

Crystal River - Wild & Scenic, augmentation, flood plain

Gunnison County – CR 3,

Quarry/town relationship

Air Strip

Fire Department

AVLT

F. Determine next Meeting Date/Location – Feb 8, 6 p.m.

G. Adjourn