

Town of Marble
Regular Meeting of the Board of Trustees

April 4th 2019

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
 - a. Discussion of Short Term Rental proposal, Ryan
 - b. Up-Date on paid parking plan, Ryan
 - c. Other
- D. Clerk Report
 - a. Holy Cross broadband report, Bart Weller & Kara Silbernagel
 - b. Current bills payable 3/7/2019, Ron
 - c. Other
- E. Current Land Use Issues
 - a. Consider approval of Slow Groovin BBQ LLC right of way lease, Ron
 - b. Consider approval of Ordinance #1-2019 re: Slow Groovin BBQ LLC right of way lease, Ron
 - c. Consider approval of Slow Groovin Liquor License Report of Changes, Ron
 - d. Discussion of Water Augmentation Plan update, Tim
- F. Old Business
 - a. Lead King Loop Committee up-date, Ron
 - b. Other
- G. New Business
 - a. Other
- H. Adjourn

Town of Marble
Regular Meeting of the Board of Trustees
March 7th, 2019 7:00 P.M.

A. Call to order & roll call of the Regular Meeting of the Board of Trustees – The meeting was called to order by Mayor Ryan Vinciguerra at 7:02 p.m. Present: Ryan Vinciguerra, Charlie Manus, Tim Hunter, Emma Bielski and Larry Good. Also present: Ron Leach, Town Administrator and Terry Langley, minutes.

B. Approve previous minutes – Emma Bielski made a motion to approve the February 7, 2019 minutes. Larry Good seconded and the motion passed with Larry abstaining due to his absence.

C. Mayor's Comments

D. Clerk Report

a. Current bills payable 3/7/2019, Ron – Ron reported that the bills are listed on page 10 of the packet. He mentioned that the snow plowing bill was high due to the heavy snow fall. A question was asked as to why Terry Langley is not on the payroll list and Ron explained that she is contract labor and is included on the check register. Emma Bielski moved that the bills be paid as listed. Tim Hunter seconded and the motion passed unanimously with the exception that Emma recused herself on the bill from her.

E. Current Land Use Issues

a. Discussion of Slow Groovin right of way lease agreement, Ron – Ryan Vinciguerra made a motion to move this later in the meeting because Nial O'Connor had not arrived. Larry Good seconded and the motion passed unanimously.

b. Discussion of Short-Term Rental proposal, Larry Good reported on the history of the proposal. He reported that the short-term initiative committee drew up a simple application that includes registering as a business, completing a safety check list, and posting an information sheet for the property. Brian Suter asked why this was included on this month's agenda and Larry explained that other issues have pushed it to this time. Larry said that there are approximately 108 residences within the town and Brian reported that they found eight short-term rentals. Discussion of the definition of short-term rentals followed and Ryan explained that the board can create a definition of a short-term rental. Brian thinks that this creates a new designation of people and needs to come to before the town for a vote. Ryan asked for input from the board as to whether they wished to proceed with the proposal. Charlie discussed the need for regulation and wondered how much the town can require. Charlie asked about the need for a town vote and Larry said this was one idea but that the board can vote this. Ryan suggested contacting the town attorney to answer that question. Tim Hunter feels that the nearby short-term rental owners are doing a great job and he supports the proceeding with the proposal, particularly the safety checklist. Emma supports it and wants to hear what Kendall has to say regarding the need for an ordinance to support it. Ryan supports it and feels registration will help track short-term rentals and that anyone making money from such an enterprise should have

a business license. Brian asked how this would be enforced and Ryan explained that it is on the honor system. Ron will send the plan to Kendall.

a. Discussion of Slow Groovin right of way lease agreement, Ron – Ryan recused himself from the discussion. Ron explained that he had sent the board a copy of the lease proposed last month, a red line copy of the proposed lease with changes suggested by SG's and the town's attorneys and a clean copy incorporating those changes. A discussion about item 2, term of lease, that states it would automatically renew for up to four successive years followed. Charlie suggested discussing and renewing each year. Larry said renewing each year would mean a review and costs from the attorney each year. He suggests changing the date of notice to change or revoke to just before the renewal date. Nial O'Connor said that they had made good faith improvements on the basis of the previously proposed five-year term and he is uncomfortable with the yearly review from a business planning standpoint as well as the possibility of having to go through the discussion each time the board changes. He asks that potential breach of contract issues be spelled out. Mike Yellico said a mechanism to review the lease yearly is important in order to address issues. Tim suggested investigating other encroachment leases and their terms of renewal. He said that the yearly business license provides a check and balance if there are problems. Alex Menard suggested selling the land to Slow Groovin'. Tim explained that the town does not want to vacate any more town land. Charlie said that enforcement through the liquor and business licenses was sufficient. Larry said that he does not feel like \$2000 is enough and he would like to see it at \$2500 per year for a three-year lease. Discussion of other options, including a three-year lease with an auto renewal for another three years, followed. Emma made a motion for Ron to work with Nial on the terms of the lease and the vote be taken next month. There was no second and the motion died. Tim Hunter made a motion that we agree to a five-year lease at \$2500 per year with a 3 % increase per year. Charlie Manus seconded. Emma abstained. The motion passed with Tim Hunter, Larry Good and Charlie Manus voting yes.

c. Discussion of Water Augmentation Plan update, Ron – Ron said that the Marble Water Company (MWC) will not meet with the board in a public meeting and the town will not meet with MWC in a private meeting. John Williams has agreed to meet with two board members and Ron. Two board members can meet outside of a public meeting. Tim said he would agree to this in an effort to move the process forward. Ryan asked why there was a need to meet with MWC and wondered if the Zancanellas could meet with them on behalf of the town. He said there needed to be a specific agenda if there was any meeting. He would like to determine if MWC is meeting with the Zancanellas in good faith before agreeing to a closed meeting. Ron said that there are several reasons to talk with MWC, including alternate well locations, water to East Marble and the augmentation plan. A possible meeting with MWC will be added to next month's agenda.

F. Old Business.

a. Holy Cross broadband report, Bart Weller – Bart was not in attendance so this was tabled.

b. Discussion of Dark Sky Initiative, Alex – Alex reported that Gunnison County has an ordinance covering lighting that covers all Dark Sky requirements in unincorporated areas. Ron

is working on a letter of support and he is working with the attorney is working on an ordinance.

c. Lead King Loop Committee up-date, Ryan – The committee continues to meet via conference call. There is a need to find a facilitator or environment planner to help to develop a plan. Mike Yellico reported receiving a letter from Rob Anderson proposing a gate on both sides of Crystal. Ryan said that this did not come from or speak for the committee. Tim asked if the impacts on hunting had come up. Ryan said that is part of the discussion.

d. Discussion with Gunnison County Sheriff John Gallowich, Re. patrol plans for Marble 2019 – the sheriff did not attend.

G. New Business - none

H. Adjourn – Emma made a motion to adjourn. Charlie Manus seconded and the motion passed unanimously. The meeting was adjourned at 9:23 p.m.

Respectfully submitted,

Terry Langley

Town of Marble
Balance Sheet
As of April 4, 2019

	Apr 4, 19
ASSETS	
Current Assets	
Checking/Savings	
*General Fund -0240	40,320.61
Campground Account -6981	93,280.11
Money Market -1084	51,425.67
Severance/Mineral Proceeds-6157	148,775.75
Water Fees -0873	17,230.22
Total Checking/Savings	351,032.36
Total Current Assets	351,032.36
TOTAL ASSETS	<u>351,032.36</u>
LIABILITIES & EQUITY	0.00

Town of Marble
Deposit Detail-General Fund
March 2019

Date	Name	Memo	Account	Amount
03/09/2019		Deposit	*General Fund -0240	5,111.82
		CML dues rebate	Non-Specified	-8.91
	Colorado Stone Quarry CSQ	Reimb Roto Rooter ...	Due to/from General Fund	-1,140.00
	Colorado Stone Quarry CSQ	Reimb Roto Rooter ...	Due to/from General Fund	-1,386.00
	Colorado Stone Quarry CSQ	back amount due N...	CSQ Lease Agreement	-247.68
	Colorado Stone Quarry CSQ	March 19	CSQ Lease Agreement	-2,329.23
TOTAL				-5,111.82

Town of Marble
Deposit Detail-Money Market Fund
March 2019

Date	Name	Memo	Account	Amount
03/05/2019		Deposit	Money Market -1084	15.55
	State of Colorado	Deposit	Cigarette Tax	-15.55
TOTAL				-15.55
03/08/2019		Deposit	Money Market -1084	1,354.65
	State of Colorado	Deposit	General Sales Tax	-1,354.65
TOTAL				-1,354.65
03/08/2019		Deposit	Money Market -1084	7,256.33
	Gunnison County	Deposit	Additional License Tax	-37.50
	Gunnison County	Deposit	General Property Tax	-7,229.33
	Gunnison County	Deposit	Specific Ownership Tax	-134.38
	Gunnison County	Deposit	Treasurers Fees	144.88
TOTAL				-7,256.33
03/20/2019		Deposit	Money Market -1084	965.01
		Deposit	Highway Use Tax (HUTF)	-965.01
TOTAL				-965.01

Town of Marble
Deposit Detail-Campground Account
March 2019

Date	Name	Memo	Account	Amount
03/04/2019		Deposit	Campground Account -6981	417.67
		Deposit	Campground/Store Revenues	-380.00
		Deposit	Sales Tax	-37.67
TOTAL				-417.67
03/07/2019		Deposit	Campground Account -6981	76.94
		Deposit	Campground/Store Revenues	-70.00
		Deposit	Sales Tax	-6.94
TOTAL				-76.94
03/11/2019		Deposit	Campground Account -6981	219.82
		Deposit	Campground/Store Revenues	-200.00
		Deposit	Sales Tax	-19.82
TOTAL				-219.82
03/12/2019		Deposit	Campground Account -6981	126.40
		Deposit	Campground/Store Revenues	-115.00
		Deposit	Sales Tax	-11.40
TOTAL				-126.40
03/14/2019		Deposit	Campground Account -6981	192.35
		Deposit	Campground/Store Revenues	-175.00
		Deposit	Sales Tax	-17.35
TOTAL				-192.35
03/15/2019		Deposit	Campground Account -6981	329.75
		Deposit	Campground/Store Revenues	-300.00
		Deposit	Sales Tax	-29.75
TOTAL				-329.75
03/18/2019		Deposit	Campground Account -6981	725.41
		Deposit	Campground/Store Revenues	-660.00
		Deposit	Sales Tax	-65.41
TOTAL				-725.41
03/21/2019		Deposit	Campground Account -6981	76.94
		Deposit	Campground/Store Revenues	-70.00
		Deposit	Sales Tax	-6.94
TOTAL				-76.94
03/22/2019		Deposit	Campground Account -6981	395.68
		Deposit	Campground/Store Revenues	-360.00
		Deposit	Sales Tax	-35.68
TOTAL				-395.68

Town of Marble
Deposit Detail-Campground Account
March 2019

Date	Name	Memo	Account	Amount
03/25/2019		Deposit	Campground Account -6981	648.49
		Deposit	Campground/Store Revenues	-590.00
		Deposit	Sales Tax	-58.49
TOTAL				-648.49
03/25/2019		Deposit	Campground Account -6981	901.30
		Deposit	Campground/Store Revenues	-820.00
		Deposit	Sales Tax	-81.30
TOTAL				-901.30
03/28/2019		Deposit	Campground Account -6981	230.82
		Deposit	Campground/Store Revenues	-210.00
		Deposit	Sales Tax	-20.82
TOTAL				-230.82
03/29/2019		Deposit	Campground Account -6981	186.85
		Deposit	Campground/Store Revenues	-170.00
		Deposit	Sales Tax	-16.85
TOTAL				-186.85

Town of Marble
Check Register
April 2019

Num	Date	Amount
Century Link 10536	04/04/2019	-198.05
Colorado Department of Revenue 10530	04/04/2019	-412.00
10537	04/04/2019	-904.29
Colorado Mountain News Media 10538	04/04/2019	-41.34
Copy Copy 10539	04/04/2019	-244.08
Daly Property Services, Inc. 10540	04/04/2019	-10,881.85
Holy Cross Electric 10541	04/04/2019	-43.29
Jenny Cutright 10542	04/04/2019	-14.82
Law of the Rockies 10543	04/04/2019	-1,221.00
Marble Community Church 10544	04/04/2019	-50.00
Mountain Pest Control, Inc. 10545	04/04/2019	-50.00
Ron Leach 10546	04/04/2019	-500.00
Sopris Engineering LLC 10547	04/04/2019	-285.00
Terry Langley 10548	04/04/2019	-108.00
United States Treasury 10531	04/04/2019	-2,789.98
10535	04/04/2019	-923.02
10549	04/04/2019	-338.25
Zancanella and Associates, Inc. 10550	04/04/2019	-3,711.50

03/29/19

Town of Marble
Payroll Report
April 2019

Date	Num	Name	Type	Amount
Colorado Department of Revenue				
04/04/2019	10530	Colorado Department of ...	Liability Check	-412.00
Total Colorado Department of Revenue				-412.00
United States Treasury				
04/04/2019	10531	United States Treasury	Liability Check	-2,789.98
04/04/2019	10535	United States Treasury	Liability Check	-923.02
Total United States Treasury				-3,713.00
Charles R Manus				
04/04/2019	10532	Charles R Manus	Paycheck	-384.18
Total Charles R Manus				-384.18
Jennifer Cutright				
04/04/2019	10533	Jennifer Cutright	Paycheck	-240.11
Total Jennifer Cutright				-240.11
Ronald S Leach				
04/04/2019	10534	Ronald S Leach	Paycheck	-2,491.20
Total Ronald S Leach				-2,491.20
TOTAL				<u>-7,240.49</u>

Town of Marble
Budget vs. Actual
January through December 2019

	Jan - Dec 19	Budget	\$ Over Budget
Income			
Intergovernmental			
Cigarette Tax	50.07	100.00	-49.93
Colorado Trust Fund	0.00	0.00	0.00
General Sales Tax	5,316.17	35,000.00	-29,683.83
Highway Use Tax (HUTF)	2,677.93	13,000.00	-10,322.07
Mineral Lease Distribution	0.00	2,500.00	-2,500.00
Other Permit & License Fees	0.00	1,000.00	-1,000.00
Severance Tax	0.00	2,500.00	-2,500.00
Total Intergovernmental	8,044.17	54,100.00	-46,055.83
Licenses & Permits			
Building Permits	0.00	1,500.00	-1,500.00
Business Licenses	0.00	1,000.00	-1,000.00
Driveway Access Permits	0.00	300.00	-300.00
Other Licenses & Permits	0.00	0.00	0.00
Septic Permits	0.00	1,000.00	-1,000.00
Total Licenses & Permits	0.00	3,800.00	-3,800.00
Other Revenue			
Campground/Store Revenues	9,315.00	60,000.00	-50,685.00
CSQ Lease Agreement	7,173.45	29,000.00	-21,826.55
CSQ Maintenance Payments	900.00	3,300.00	-2,400.00
Donations	0.00	500.00	-500.00
Holy Cross Electric Rebates	151.62	500.00	-348.38
Interest Income	36.94	500.00	-463.06
Non-Specified	2,708.91	3,000.00	-291.09
Parking Program Revenue	0.00	50,000.00	-50,000.00
SGB Lease Agreement	0.00	2,000.00	-2,000.00
Transfers (In) Out	0.00	0.00	0.00
Tree Maintenance Program	0.00	1,000.00	-1,000.00
Total Other Revenue	20,285.92	149,800.00	-129,514.08
Taxes			
Additional License Tax	122.57	500.00	-377.43
General Property Tax	7,532.47	20,908.00	-13,375.53
Property Tax Interest	0.00	100.00	-100.00
Special Use & Sales Tax	0.00	0.00	0.00
Specific Ownership Tax	366.83	1,500.00	-1,133.17
Total Taxes	8,021.87	23,008.00	-14,986.13
Total Income	36,351.96	230,708.00	-194,356.04
Gross Profit	36,351.96	230,708.00	-194,356.04
Expense			
General Government			
Abated Tax	0.00	0.00	0.00
Campground/Office Expenses	884.09	25,000.00	-24,115.91
Church Rent	200.00	600.00	-400.00
Civic Engagement Fund	0.00	1,500.00	-1,500.00
Dues & Subscriptions	0.00	300.00	-300.00
Elections	0.00	0.00	0.00
Legal Publication	64.24	1,000.00	-935.76
Marble Fest Donation	0.00	0.00	0.00
Marble Water Co 2017 Tap Fee	0.00	0.00	0.00
Marble Water Co Monitoring Well	0.00	0.00	0.00
Marble Water Co Payment	0.00	0.00	0.00
Office Expenses	1,549.02	5,000.00	-3,450.98
Parking Program Expenses	0.00	16,100.00	-16,100.00
Recycle Program	0.00	1,000.00	-1,000.00
Treasurers Fees	151.80	500.00	-348.20
Tree Maintenance Program	0.00	2,000.00	-2,000.00
Unclassified	-101.72	3,000.00	-3,101.72
Weed Mitigation Program	0.00	3,000.00	-3,000.00
Workshop/Travel	0.00	1,000.00	-1,000.00
Total General Government	2,747.43	60,000.00	-57,252.57

	Jan - Dec 19	Budget	\$ Over Budget
Other Purchased Services			
Earth Day Expenses	0.00	4,000.00	-4,000.00
Grant Writing	244.08	3,000.00	-2,755.92
Liability & Worker Comp Insc	1,114.40	4,500.00	-3,385.60
Park Improvements	217.50	0.00	217.50
Utilities	1,147.24	3,500.00	-2,352.76
Total Other Purchased Services	2,723.22	15,000.00	-12,276.78
Purchased Professional Services			
Audit	0.00	7,000.00	-7,000.00
Engineering-Water Augmentation	5,444.00	11,000.00	-5,556.00
Engineering Services	4,257.50	5,000.00	-742.50
Legal - General	6,622.27	25,000.00	-18,377.73
Legal - Water Augmentation Plan	0.00	5,000.00	-5,000.00
Municipal Court	0.00	1,500.00	-1,500.00
Total Purchased Professional Services	16,323.77	54,500.00	-38,176.23
Roads			
Snow & Ice Removal	37,251.60	24,000.00	13,251.60
Street Maintenance	0.00	10,000.00	-10,000.00
Total Roads	37,251.60	34,000.00	3,251.60
Wages & Benefits			
FICA/Medicare	1,196.00	5,701.00	-4,505.00
Total Wages	15,634.00	55,272.00	-39,638.00
Wages & Benefits - Other	0.00	0.00	0.00
Total Wages & Benefits	16,830.00	60,973.00	-44,143.00
Total Expense	75,876.02	224,473.00	-148,596.98
Net Income	-39,524.06	6,235.00	-45,759.06

LEASE

THIS LEASE is entered into this 1st day of May, 2019, by and between the Town of Marble ("Landlord"), and Slow Groovin BBQ LLC, a Colorado limited liability company ("Tenant").

WITNESSETH:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms and conditions as hereinafter set forth, the following real property:

Those portions of Main Street and West First Street, Town of Marble, Gunnison County, Colorado, illustrated on Exhibit 1 (Survey Map), (hereinafter referred to as "Premises").

2. Term of Lease. The original term of this Lease shall start on May 1, 2019, and shall run for a period of five years (the "Lease Term"), unless sooner terminated or extended as hereinafter provided.

3. Application Fee. Upon execution of this Lease, Tenant shall pay Landlord a non-refundable application fee in the amount of \$500, at the address provided below, or at such other place designated by Landlord.

4. Rent. Tenant agrees to pay Landlord at the address provided below, or at such other place designated by Landlord, without prior demand therefor and without any deduction or offset whatsoever, the amount of \$13,272.84 for the Lease Term, which amount shall be due and payable in annual installments on first day of the Lease Term and each annual anniversary thereof, in the amount shown on the following table:

Year	Rent
1	\$2,500.00
2	\$2,575.00
3	\$2,652.25
4	\$2,731.82
5	\$2,813.77
Total	\$13,272.84

5. Late Fees and Interest. If any amount due under this Lease is not paid within 5 business days of the due date, tenant shall pay a late charge of \$100 together with interest at a rate of 18% per annum.

6. Use of Premises.

a. Tenant shall have the right to use and occupy the Premises for commercial purposes associated with the operation of Slow Groovin' BBQ on Lots 9-12, Block 23, Town of Marble (the "Restaurant"), as follows:

i. The area east of the centerline of West First Street shall be used exclusively as a parking lot for customers of the Restaurant. Each year, Tenant shall paint a crosswalk across West First Street from the parking lot to the stairs leading to the Restaurant.

ii. The area west of the centerline of West First and labeled as "seating" on Exhibit 1 may only be used as follows: Tenant may locate removable tables and chairs within this area, allow customers to wait for restaurant seating, locate a smoker, use the area to service to-go customers, and ancillary uses, but shall not use the area for additional restaurant/sit-down service. Tenant shall install a fence along the eastern edge of this easement area, at Tenant's expense. The design of the fence shall be subject to Town approval, and such approval shall not be unreasonably withheld.

iii. The area west of the centerline of West First and labeled as "parking" on Exhibit 1 shall be used exclusively as parking for owners, employees, and customers of the restaurant.

iv. This Lease allows for the use and occupation of the leased Premises by existing building encroachments, including the kitchen vents, provided that such encroachments shall not be expanded or increased without the express written consent of the Town.

b. Tenant shall not serve alcohol on the Premises unless and until Tenant has provide sufficient proof to Landlord that Tenant's liquor licenses allow such service.

c. Tenant covenants through the term of this Lease, at Tenant's sole cost and expense, to promptly comply with (1) all laws and ordinances and the orders, rules, regulations, and requirements of all federal, state, and local governments.

d. Except as expressly set forth herein (e.g. obligation to paint a cross-walk), Tenant shall have no right under this Lease to occupy or alter Town property outside of the Premises.

7. Insurance. During the term of this Lease, Tenant, at its sole cost and expense and for the mutual benefit of Landlord and Tenant, shall carry and maintain insurance, as follows:

a. Tenant shall at all times keep in force a comprehensive general combined liability insurance policy providing single-limit coverage of not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Through that policy or a separate policy, Tenant shall maintain liquor liability insurance with the same or greater coverage limits. Landlord shall be named and protected under the terms and conditions of said policy(ies) as an additional insured.

b. Tenant shall be responsible for insuring any and all personal property that may be owned by Tenant.

c. Any insurance that may be purchased pursuant to this Paragraph or any proceeds that may be payable as a result of a loss under any such insurance shall in no way reduce, alter, or modify any provisions of this Lease and specifically the indemnity provisions hereof.

d. Tenant's insurance shall be primary to any other insurance, including any insurance obtained by Landlord.

e. Tenant shall provide Landlord with proof of insurance, and shall cause to be delivered to Landlord certified copies of policies of such insurance or certificates

evidencing the existence and amounts of such insurance with the insureds and loss payable clauses as required by this Lease. No such policy shall be cancelable or subject to modification, except after thirty days' prior written notice to Landlord. Tenant shall, at least thirty days prior to the expiration of such policies, furnish Landlord with evidence of renewals or "insurance binders" evidencing renewal thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant to Landlord upon demand. If the Tenant shall fail to procure and maintain the insurance required under this Lease, the Landlord may, but shall not be required to, procure and maintain the same, but at Tenant's expense.

f. Without affecting any other rights or remedies, Landlord and Tenant waive all rights against each other and any of their respective officers, members, managers, agents, and employees, for damages to the extent covered by insurance obtained pursuant to this Section or other insurance applicable to the Premises, except such rights as they have to proceeds of such insurance, and agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. Waivers of subrogation shall be effective whether or not the person had an insurable interest in the property damaged or paid the insurance premium, and even if that person would otherwise have a duty of indemnification.

8. Responsibility for Maintenance. Landlord shall have no obligation of any kind to make any expenditures of any nature upon the Premises. Tenant shall, throughout the term of this Lease or any extension hereof, at Tenant's sole cost and expense, put, keep, and maintain the Premises in as good of condition, repair, and order, as when received, ordinary wear and tear excepted.

9. Condition of Premises; Covenants of Landlord.

a. Tenant has inspected the Premises, and accepts the same "as is" in their present condition with no warranties or representations of any kind whatsoever.

b. Landlord is the sole owner, in fee simple, of the Premises and has full right and power to lease the same for the term aforesaid.

c. EXCEPT AS EXPRESSLY PROVIDED IN THIS LEASE, LANDLORD HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PREMISES, AND LANDLORD SPECIFICALLY DISCLAIMS ANY OTHER IMPLIED WARRANTIES OR WARRANTIES ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

d. Tenant acknowledges that Main Street and West 1st St. are maintained as public streets, and snowplowing and other road maintenance and repair work may be performed on such streets from time to time. Tenant waives any claim for loss or damages to personal property within the Premises, against the Landlord or any other individual or entity, arising from such snowplowing and other road maintenance and repair work conducted outside of the Premises, including snowplowing that results in snow being pushed onto the Premises.

10. Indemnity. Tenant agrees to exonerate, hold harmless, protect, and indemnify Landlord, or any subsequent owner of the Premises, from and against any and all losses, damages, claims, suits, or actions, judgments, and costs which may arise based on events occurring during the term hereof and in any manner resulting from or rising out of the occupation or use of the Premises by Tenant or its agents, employees, invitees, licensees, or guests, for personal injury, loss of life, or damaged property sustained in or about the Premises; and from and against all costs, attorney fees, expenses, and liabilities incurred in any such claims, the investigation thereof, or the defense of any action or proceeding brought thereon; and from and against any judgments, orders, decrees, or liens resulting therefrom and any fines levied by any authority for violation of any law, regulation, or ordinance by virtue of the use of the Premises.

11. No Waiver of Immunity. The Town does not intend, by any provision of this Lease, to waive or limit any rights or defenses against liability available to it 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.

12. Alterations to Premises.

a. Tenant shall have no right to make changes or alterations to the Premises without Landlord's prior consent.

b. Prior to commencing any work on the Premises that requires Landlord's approval, Tenant will supply Landlord with a copy of the plans, specifications, and drawings for that work.

c. Tenant shall keep the Premises free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished, or obligations incurred by or at the instance of Tenant, and indemnify and save Landlord and the Premises harmless of all such liens or claims of lien and all attorney fees and other costs and expenses incurred by reason thereof. Should Tenant fail to discharge fully any such lien or claim of lien or provide an acceptable indemnity bond in the event of contest, Landlord, at Landlord's option and subject to Landlord's right of reimbursement, may pay the same or any part thereof, and Landlord shall be the sole judge of the validity of such lien or claim.

13. Default.

a. Default by Tenant. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

i. Tenant's failure to pay any installment of Rent, or other charge or money obligation hereunder when due.

ii. Tenant's insolvency or transfer in fraud of creditors.

iii. Tenant's filing of a petition under the Bankruptcy Acts.

iv. The appointment of a receiver or trustee for Tenant's interest in the Premises or for all or substantially all of the assets of the Tenant.

v. Tenant's abandonment or vacation of the Premises.

vi. The filing or creation of a lien on the Premises as a result of Tenant's action or inaction which tenant may cure by fully discharging such any such lien

or claim of lien or by providing an indemnity bond acceptable to Landlord in the event of contest.

vii. Tenant's failure to comply with any material term, provision or covenant of this Lease other than those failures specifically addressed above.

viii. Tenant's failure to obtain a business license for the Restaurant or comply with any material term of the business license for the Restaurant.

If Tenant is in default of any provision of this Lease, other than the covenant to pay rent or materially fails to comply with any duties imposed on Tenant by statute, Landlord may pursue the recourse set forth below if the default persists 5 days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate this Lease by reason thereof, provided however, that upon any subsequent breach of the same provision, Landlord shall have the right to pursue any of the below remedies immediately.

If Tenant fails to pay rent when due and the default continues for five business days thereafter, Landlord may, at Landlord's option, pursue the recourse set forth below.

b. Recourse of Landlord. In the event of an occurrence of default as set forth above, Landlord may pursue any and all rights and remedies available to Landlord at law or in equity, including but not limited to:

i. Terminate. Terminate this Lease and end the term hereof by giving to Tenant written notice of such termination.

ii. Money Damages. Without resuming possession of the Premises or terminating this Lease, to sue monthly for and recover all rents, other required payments due under this Lease, and other sums including damages and legal fees at any time and from time to time accruing hereunder.

iii. Security Interest. The parties understand and agree that in order to secure payment of all sums becoming due at any time to Landlord hereunder and to secure the proper performance and fulfillment by Tenant of the Tenant's agreements herein, Tenant hereby grants to Landlord a security interest in and lien upon all of the trade or business property and equipment, including inventory, which may be placed in or upon the Premises by the Tenant. Tenant hereby gives Landlord a security interest in the subject business property and equipment and agrees that Landlord may file a financing statement evidencing said security interest with Gunnison County and/or the State of Colorado. Upon Tenant's request, Landlord shall subordinate its security interest and lien in Tenant's trade or business property and equipment, including inventory, to Tenant's lender, on condition that Tenant is not in default hereunder. In the event of default by Tenant under this Lease, the Landlord shall have the right to all of Tenant's business property and equipment which may be placed in or upon the Premises by the Tenant as if Landlord were a creditor under the Colorado Uniform Commercial Code. In addition, in the event of default by Tenant, the Tenant hereby authorizes Landlord to enter upon the Premises and to remove and to sell the trade or business property and equipment which are the subject of this lien. This action shall not be deemed a breach of the peace. Tenant agrees to pay the reasonable

attorneys' fees incurred by Landlord in the event the Landlord forecloses upon the security interest and lien granted by Tenant herein.

iv. All rights and remedies described herein are cumulative and the exercise of any one remedy shall not be taken to exclude or waive the right to make use of any other remedy.

c. Default by Landlord. In the event of any default by Landlord under this Lease, the Tenant shall have the right to terminate this Lease in the following manner:

i. The Tenant shall give to the Landlord written notice of such default by certified mail.

ii. The Landlord shall have fifteen days from the date of mailing of such notice to correct said default and if said default remains uncured fifteen days after the date of said notice, the Tenant shall have the right to terminate this Lease; provided, however, that in the event of a default incapable of being cured within fifteen days, the Landlord shall not be deemed in default if Landlord shall have, within such fifteen day period, in good faith begun action necessary to remedy such default and continues thereafter diligently to prosecute such action to completion.

14. Hold Over. Any rule or law to the contrary notwithstanding, in the event Tenant remains in possession of the Premises or any part thereof subsequent to the expiration of the Lease Term, it shall be conclusively deemed that such possession and occupancy shall be a tenancy from month to month only, at a prorated rental rate which was existing at the end of the term hereof and, further, such possession shall be subject to all of the other terms and conditions contained in this Lease.

15. Notices. All notices, demands, and requests required to be given by either party to the other shall be in writing. All notices, demands, and requests shall be sent by (1) email; (2) hand delivery; or (3) certified or registered mail, return receipt requested, postage prepaid; addressed to the parties at the addresses set forth below or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered upon transmittal if by hand delivery or email, or two (2) days subsequent to the date that said notice was deposited with the United States Postal Service.

Town of Marble Attn: Town Clerk 322 W. Park St. Marble, CO 81623 leach@townofmarble.com	Slow Groovin BBQ LLC 101 W. 1st St. Marble, CO 81623 ryanvinciguerra@gmail.com
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16. Assignment; Sublet. Tenant shall not assign or sublet the Premises or any portion thereof without the prior written consent of Landlord. Any assignment or sublease in violation of this paragraph shall be null and void.

17. Entire Agreement. This Lease contains the entire agreement of the parties regarding the subject matter hereof and all discussions, negotiations and representations are merged herein. This Lease shall not be amended except by written instrument signed by Landlord and Tenant.

18. Applicable Law. This Lease is entered into in Gunnison County, Colorado, and it is agreed that the exclusive proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease shall be in the District Court of Gunnison County, Colorado.

19. Attorney Fees. In case suit or arbitration shall be brought to enforce any provisions of this Lease, the prevailing party shall be awarded (in addition to other relief granted) all reasonable attorney fees and costs incurred in attempting to enforce its rights under the Lease.

20. Construction. This Lease is the result of substantial negotiations between the parties and their counsel and the provisions hereof shall not be more strictly construed against or in favor of either party.

21. Severability. If this Lease, any provision of this Lease, or any other instruments by way of reference incorporated herein contains any term or provision which is or becomes under present or future laws, illegal, invalid or unenforceable, the remainder of the Lease shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent permitted by law. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

22. Execution. This Lease may be executed in multiple counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. The parties will accept facsimile signatures or electronic signatures as original signatures.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

LANDLORD: Town of Marble

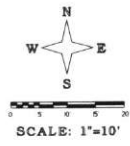
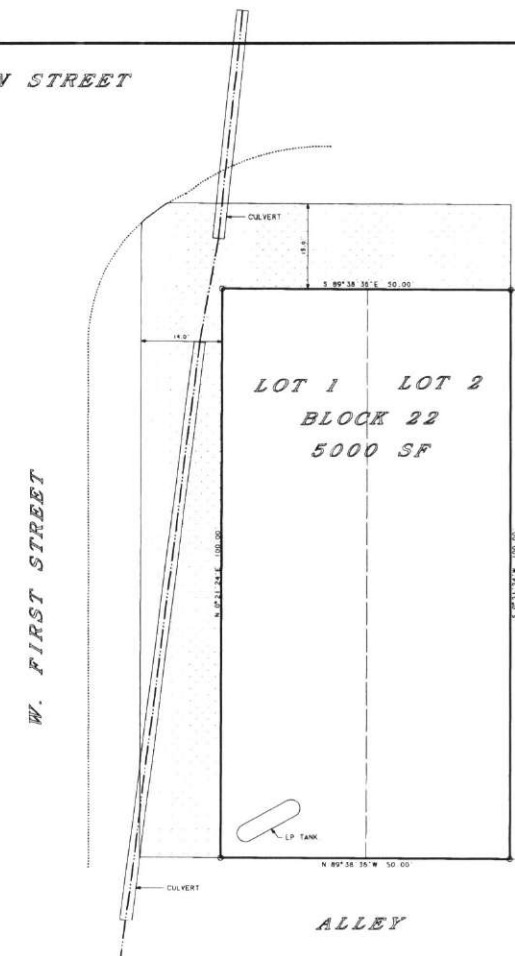
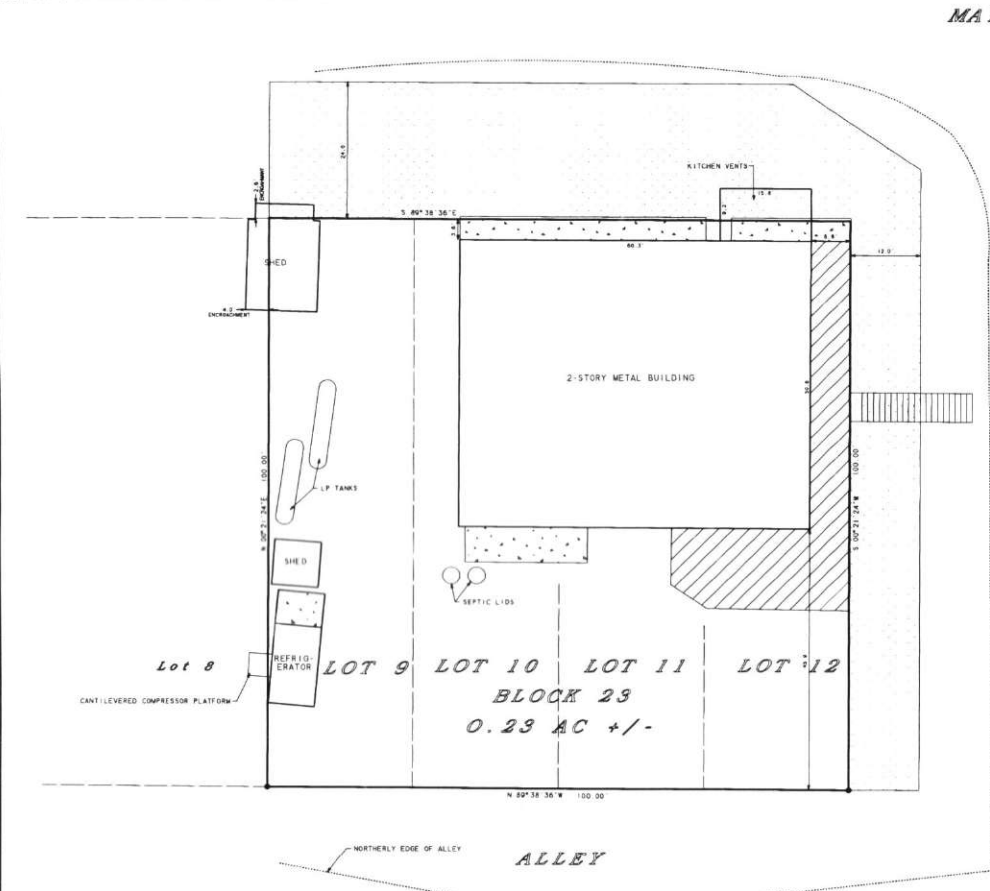
TENANT: Slow Groovin BBQ LLC

By: Tim Hunter, Mayor Pro Tem

By: Ryan Vinciguerra

Attest: _____
Ron Leach, Town Clerk

THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMES INTO ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT, C.R.S. 12-1-101, 12-1-102, 12-1-103, 12-1-104, 12-1-105, 12-1-106, 12-1-107, 12-1-108, 12-1-109, 12-1-110, 12-1-111, 12-1-112, 12-1-113, 12-1-114, 12-1-115, 12-1-116, 12-1-117, 12-1-118, 12-1-119, 12-1-120, 12-1-121, 12-1-122, 12-1-123, 12-1-124, 12-1-125, 12-1-126, 12-1-127, 12-1-128, 12-1-129, 12-1-130, 12-1-131, 12-1-132, 12-1-133, 12-1-134, 12-1-135, 12-1-136, 12-1-137, 12-1-138, 12-1-139, 12-1-140, 12-1-141, 12-1-142, 12-1-143, 12-1-144, 12-1-145, 12-1-146, 12-1-147, 12-1-148, 12-1-149, 12-1-150, 12-1-151, 12-1-152, 12-1-153, 12-1-154, 12-1-155, 12-1-156, 12-1-157, 12-1-158, 12-1-159, 12-1-160, 12-1-161, 12-1-162, 12-1-163, 12-1-164, 12-1-165, 12-1-166, 12-1-167, 12-1-168, 12-1-169, 12-1-170, 12-1-171, 12-1-172, 12-1-173, 12-1-174, 12-1-175, 12-1-176, 12-1-177, 12-1-178, 12-1-179, 12-1-180, 12-1-181, 12-1-182, 12-1-183, 12-1-184, 12-1-185, 12-1-186, 12-1-187, 12-1-188, 12-1-189, 12-1-190, 12-1-191, 12-1-192, 12-1-193, 12-1-194, 12-1-195, 12-1-196, 12-1-197, 12-1-198, 12-1-199, 12-1-200.



LEGAL DESCRIPTION
 LOTS 9, 10, 11 AND 12, BLOCK 23, TOWNSHIP OF MARBLE, GUNNISON COUNTY, COLORADO
 AND
 LOTS 1 AND 2, BLOCK 22, TOWNSHIP OF MARBLE, GUNNISON COUNTY, COLORADO

IMPROVEMENT SURVEY CERTIFICATE

I HEREBY CERTIFY THAT ON APRIL 26, 2014 A SURVEY WAS PERFORMED BY ME ON THE PARCEL OF LAND DESCRIBED HEREON. A TWO STORY METAL BUILDING WAS FOUND TO BE ON SAID PARCEL, AS SHOWN ON THIS PLAN. ALL EASEMENTS, ENCROACHMENTS AND LIMITS OF WAY TO BE OBSERVED, IN ACCORDANCE WITH THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: SYDNEY LINCICOME P.L.S. 14111

LEGEND AND NOTES

- FOUND #5 REBAR
- SET REBAR & CAP MARKED PLS 14111
- ⊕ POWER POLE
- EDGE OF ROAD & ALLEY
- OVERHEAD UTILITY LINE
- DITCH CENTERLINE
- LEASE AREAS

IMPROVEMENT SURVEY PLAT	
101 W FIRST STREET	
MARBLE, GUNNISON COUNTY, CO	
BY: LINES IN SPACE	
SYDNEY LINCICOME (LS 14111)	
67 GLENWOOD AVE CARBONDALE CO 970-963-3852	
DATE: 04/26/2014	SCALE: 1"=10' JOB NO: 1710



Town of Marble
Ordinance Number 1
Series of 2019

AN ORDINANCE APPROVING A LEASE BETWEEN THE TOWN OF MARBLE AND SLOW GROOVIN BBQ LLC.

WHEREAS:

The Town of Marble (the "Town") is a statutory town organized pursuant to Colorado Law; C.R.S. §31-1-101 *et seq.*;

The Town owns those certain platted streets within the Town of Marble known as Main Street and West First Street;

Slow Groovin BBQ LLC ("Slow Groovin"), is a Colorado limited liability company, which operates a restaurant on Lots 9-12, Block 23, in the Town of Marble ("Slow Groovin Property"), which is owned by Slow Groovin Holding, LLC;

Slow Groovin also holds an easement to use Lots 1 and 2, Block 23, Town of Marble (the "Parking Lot"), for parking purposes associated with the restaurant operated on the Slow Groovin Property;

Slow Groovin desires to lease from the Town those portions of Main Street and West First Street depicted on the survey attached to Exhibit A hereto;

The Town is willing to lease such portions of Main Street and West First Street to Slow Groovin, in accordance with the terms and conditions of the lease (the "Lease") attached as Exhibit A hereto;

C.R.S. § 31-15-713 requires that any lease in excess of one year be approved in a Town ordinance; and

The Lease is for a term in excess of one year; and

The Board of Trustees finds that entering into the Lease 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 Lease between the Town of Marble and Slow Groovin, attached hereto as Exhibit A 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 _____, 2019 by a vote of _____ in favor and _____ opposed.

TOWN OF MARBLE:

Tim Hunter, Mayor Pro Tem

ATTEST:

Ron Leach, Town Clerk

Permit Application and Report of Changes

Current License Number 4703223
All Answers Must Be Printed in Black Ink or Typewritten
Local License Fee \$ _____

1. Applicant is a		Present License Number
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company		4703223
2. Name of Licensee Slow Groovin BBQ LLC	3. Trade Name Slow Groovin BBQ	
4. Location Address 101 w 1st st		
City Marble	County Gunnison	ZIP 81623

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
• License Account No. _____ <input type="checkbox"/> Manager's Registration (Hotel & Restr.) \$75.00 <input type="checkbox"/> Manager's Registration (Tavern) \$75.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$75.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE	<input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) 100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) 50.00 <input type="checkbox"/> Change Location Permit (ea) 150.00 <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>1</u> Total Fee <u>150.00</u>
Section B – Duplicate License	
• Liquor License No. _____ <input type="checkbox"/> Duplicate License \$50.00	<input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____ <input type="checkbox"/> Tavern Conversion No Fee

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.	TOTAL AMOUNT DUE \$ _____ .00
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Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

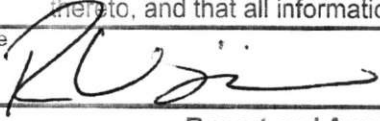
Section C

Check the appropriate box in section C and proceed below.

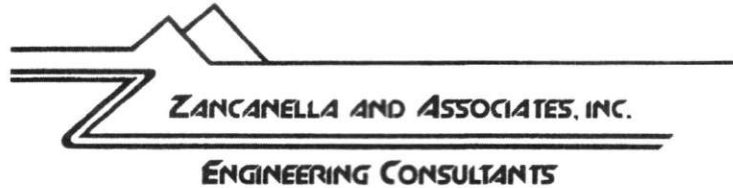
- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises or Related Facilities** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Tavern Conversion**, go to page 4 and complete questions 10. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. **(Must be completed by August 10, 2017, as the tavern conversion will no longer be permitted)*. Submit to Local Licensing Authority (city or county) for approval.

Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>				
Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) new mailing address if applicable.</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

Change of Manager	<p>8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 12-47-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises or Related Facility	<p>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>We would like to encompass our property. We would like the liquor license to cover our front and side yard. The front will have a fence as a barrier to the road. The side has large boulders surrounding the perimeter</u></p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws?..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>
Tavern Conversion	<p>10. Tavern Conversion</p> <p><i>(Note* Must be completed by August 10, 2017 as the Tavern conversion will no longer be permitted. Only Tavern licenses issued before August 10, 2016, that do not fit the definition of a tavern as defined in section 12-47-1(3)(38), C.R.S. may convert to a different license type.)</i> Please pick one of the following choices:</p> <p>(a) I wish to convert my existing Tavern Liquor License # _____ to a Lodging and Entertainment Liquor License?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(b) I wish to convert my existing Tavern Liquor License # _____ to a _____ Liquor License?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p>

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature 	Title owner	Date 3/19/2019
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.		
Signature	Title	Date

P.O. Box 1908
1011 Grand Avenue
Glenwood Springs,
CO 81602



(970) 945-5700
(970) 945-1253 Fax

March 14, 2019

Mayor Ryan Vinciguerra
322 W. Park St.
Marble, CO 81623

Re: Preliminary Augmentation Plan

Mayor Vinciguerra:

This letter report summarizes our preliminary augmentation estimates and basic augmentation plan considerations for the Town of Marble.

Project Description and Background

On November 20, 2018, the Marble Water Company received a notice from the Division of Water Resources providing notice of out-of-priority depletions. The letter stated that in the future, curtailment of diversions was a possibility and suggested that a plan for augmentation be developed for replacement water.

This report provides a cursory overview of water rights available to the Town of Marble and the basic requirements for a plan for augmentation for the relatively junior water rights currently available to the Town of Marble. Refer to Figure 1 for the location of features discussed herein.

A typical unit of measurement for municipal water use is the *Equivalent Residential Unit*, or *EQR*. An EQR is the amount of water used by a single family household and typically assumes 3.5 persons per residence. Irrigation of a limited amount of lawns is sometimes included at the discretion of the water provider. Municipal water demands are typically quantified in terms of EQRs. A sample EQR assessment schedule from the Town of Carbondale Municipal Code is attached.

It is our understanding that the current water system has approximately 80 connections. Approximately 0.7 acre-feet per month were attributed to indoor demands based on winter time usage as shown in Table 1. This yields an average indoor demand of approximately 100 gallons per day per service connection. This is somewhat low but not unreasonable considering the occupancy rate of Marble and the size of the residences. This usage rate would equate to approximately 0.3 EQR per service connection.

Water Rights

There are several water rights serving the Town of Marble water system.

Marble Pipeline and Water System

Legal Description (W-1848)

The westerly bank of Carbonate Creek at a point whence the Southeast Corner of Section 26, Township 11 S., Range 88 West of the 6th P.M., bears South 20°21' East 4832.1 feet.

This water right was originally decreed in Case No. W-1848 for 6 cfs of which 3 cfs were originally made absolute. The appropriation date is 1907 but the adjudication date is 1973.

Marble Water Company Well

Legal Description (79CW361)

Located at a point whence the Northeast Corner of Section 26, Township 11 S., Range 88 W. of the 6th P.M. bears North 32°50' East a distance of 3108 feet.

The well was decreed as an alternate point of diversion to the Marble Pipeline and Water System for 0.056 cfs (25 gpm) of the remaining conditional 3.0 cfs. This 0.056 cfs was subsequently made absolute in 86CW67. The Town of Marble was the Applicant in the cases involving the Marble Water Company Well.

Marble Water Company Well No. 2

Legal Description (94CW117)

In the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, Township 11 South, Range 88 West of the 6th P.M. at a point approximately 2,565 feet from the South Section Line and 1,835 feet from the East Section line of said Section 26.

The well was also decreed as an alternate point of diversion to the Marble Pipeline and Water System for 0.1 cfs (45 gpm) of the remaining conditional 3.0 cfs. 0.056 cfs of the 0.1 cfs was subsequently made absolute in 17CW3056. The Marble Water Company, not the Town, was the Applicant in the cases involving the Marble Water Company Well No. 2.

A total of 0.156 cfs (70 gpm) of the original Marble Pipeline and Water System has been changed to the wells. Of this 70 gpm 50 gpm has been made absolute. 2.88 cfs remains conditional of the original Marble Pipeline and Water System water right.

Demands and Depletions

Monthly diversions for the 2018 water year were reviewed as presented in Table 1. For the water year 2018 a total of approximately 18 acre-feet were diverted by the wells. Indoor demands were estimated based on the winter time usage rate. It was also assumed that 50% of the summer time seasonal increase was attributable to domestic

usage. Outdoor demands were then estimated based on the remaining balance of the summer time seasonal increase.

The estimated outside seasonal demands between April and October are shown in Table 1. A 10% depletion rate was applied to indoor demands as the Town is served by OWTS systems and ISDS systems for which a 10% depletion rate is commonly accepted. An 80% depletion rate was applied to outdoor demands which is representative of sprinkler irrigation. The resulting depletion curve estimate based on an assumed 80 connections and the estimated mix of indoor and outdoor uses is presented in Table 1.

Water Use Projection and Augmentation Estimate

Table 2 applies the depletion curve developed in Table 1 to a 2x increase in demand, or 160 service connections. A conservative July – October call scenario was assumed for the senior downstream irrigation rights on the Crystal River. Table 2 considers delayed pumping effects to the stream from the wells and also considers lagged return flows. The resulting out-of-priority depletions estimate was 6.64 acre-feet as shown in Column (4) of Table 3. The estimated Crystal River augmentation reservoir size after considering evaporation losses is presented in Column (6) of Table 3. Based on these assumptions and methods we believe an on-site augmentation pond of approximately 11 acre feet is appropriate for planning purposes.

In average years the controlling water right will be the Cameo Call and Colorado River augmentation would be necessary. This could be accomplished with Colorado River Water Conservation District (CRWCD) contract for approximately 6.65 acre-feet. Green Mountain H.U.P. was considered for Colorado River augmentation based on a 1980 census population of 31 persons in Marble. The benefit of having a CRWCD contract is that it can be used instead of the onsite augmentation pond in typical years.

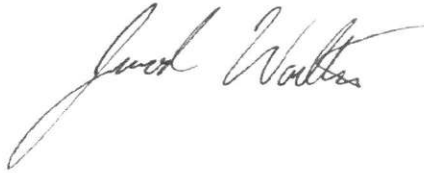
The currently decreed diversion rate of 0.12 cfs at the wells is only slightly greater than the projected peak monthly average demand shown in Table 2 during July. Additional capacity will eventually need to be developed. We recommend applying for additional wells as needed to meet demands. A well field water right coterminous with the Town of Marble parcels located along the Crystal River for 1.0 cfs of the remaining 2.88 cfs conditional to the Marble Pipeline and Water System would be sufficient.

The remainder of the conditional amounts decreed to the Marble Pipeline and Water System could be decreed as an alternate point of diversion at or near the upstream boundary of the same Town of Marble parcels. The point of diversion on the north bank of the Crystal River would be used as a surface water intake to a reservoir to provide the approximate 10 acre-feet of Crystal River augmentation. 10 acre-feet of capacity would likely require a 3-4 acre reservoir, site. Depending on the depth of the reservoir. It is likely that the reservoir would be relatively shallow considering the topography and depth to groundwater in the area of the proposed well field. Site reconnaissance would need to be conducted to gain a better grasp on potential locations for the reservoir. The area of the Marble Mill would be a potential augmentation reservoir site. We have evaluated some other potential sites like Beaver Lake owned by the Division of Parks and Wildlife, but

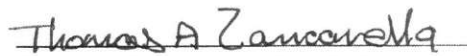
teaming with other agencies with competing concerns may be difficult to overcome. We believe that they received a similar letter regarding the out-of-priority depletions resulting from evaporation associated with Beaver Lake.

Very truly yours,

Zancanella & Associates, Inc.

A handwritten signature in cursive script that reads "Jared A. Walter".

Jared A. Walter, P.E.

A handwritten signature in cursive script that reads "Thomas A. Zancanella".

Thomas A Zancanella, P.E.

Attachments

ec: Kendall Burgemeister

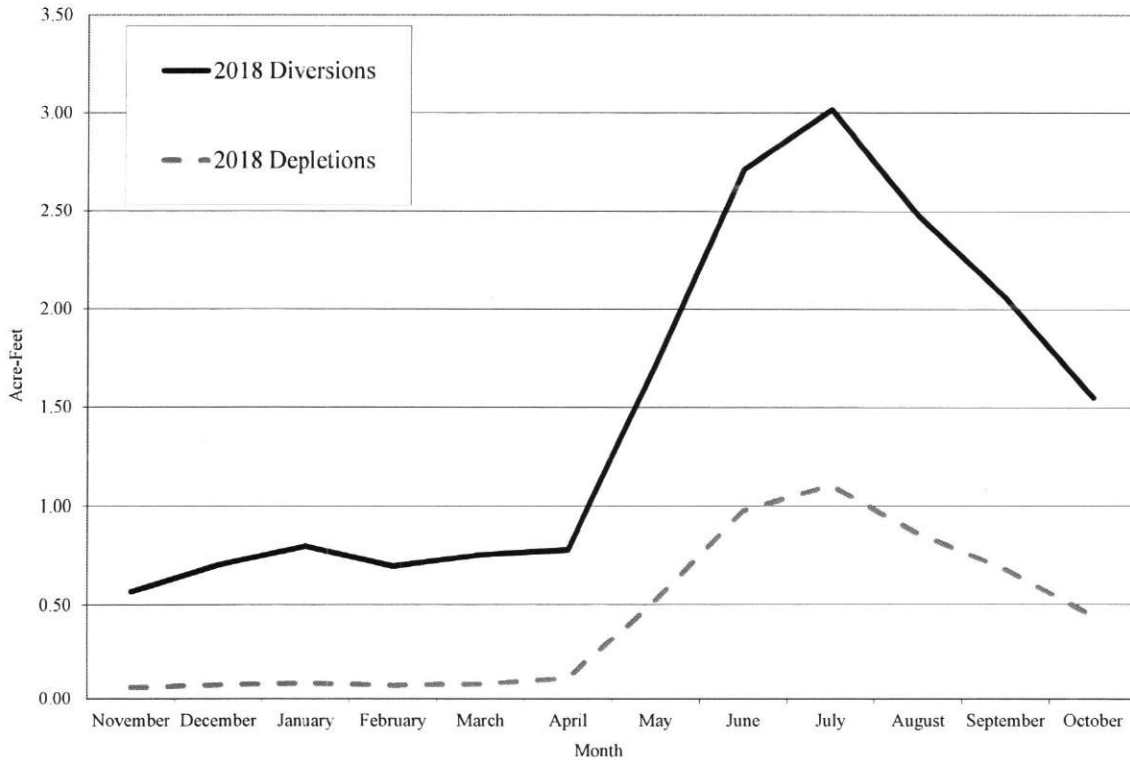
z:\2018 jobs\18714 marble water\marble_engineering_report.docx

TABLE 1
Marble Water Company
Diversion/Depletion Summary

Winter Diversion - Monthly:	0.7	ac-ft
Winter Diversion - Daily:	0.02	cfs
Assume ~ 80 connections:	95.80	gpd/connection

	2018		Inside		Outside		Total		Total	Marble Depletion Curve
	cfs	ac-ft	Diversion	Depletion	Diversion	Depletion	Diversion	Depletion		
			10%	80.0%	ac-ft	ac-ft				
			ac-ft	ac-ft	ac-ft	ac-ft	ac-ft	cfs	ac-ft	
November	0.01	0.57	0.57	0.06	0.00	0.00	0.57	0.01	0.06	10.0%
December	0.01	0.70	0.70	0.07	0.00	0.00	0.70	0.01	0.07	10.0%
January	0.01	0.80	0.80	0.08	0.00	0.00	0.80	0.01	0.08	10.0%
February	0.01	0.70	0.70	0.07	0.00	0.00	0.70	0.01	0.07	10.0%
March	0.01	0.76	0.76	0.08	0.00	0.00	0.76	0.01	0.08	10.0%
April	0.01	0.78	0.74	0.07	0.04	0.03	0.78	0.01	0.11	13.5%
May	0.03	1.72	1.22	0.12	0.50	0.40	1.72	0.03	0.52	30.3%
June	0.05	2.71	1.71	0.17	1.01	0.81	2.71	0.05	0.98	36.0%
July	0.05	3.02	1.87	0.19	1.15	0.92	3.02	0.05	1.10	36.6%
August	0.04	2.48	1.60	0.16	0.88	0.70	2.48	0.04	0.86	34.8%
September	0.03	2.06	1.38	0.14	0.68	0.54	2.06	0.03	0.68	33.1%
October	0.03	1.55	1.14	0.11	0.41	0.33	1.55	0.03	0.44	28.6%
Total		17.84	13.19	1.32	4.66	3.73	17.84		5.04	

**Marble Water Company
Summary of Diversions and Depletions**



**TABLE 2
Marble Augmentation Estimate**

(1) Month	(2)-(5) Monthly Parameters				(6) Diversions	(7) Delayed Depletions	(8)-(9) Return Flows		(10) Depletions
	(2) Days	Mixed Use	Pumping	Deep	Total Pumped	Total Incurred To Stream	Total	Total Accretion To Stream	Total
		Depletion Curve	Impact Factor	Percolation Return Flow Impact Factor					
[no.]	[ft/acre]	[%]	[%]	[ac-ft]	[ac-ft]	[ac-ft]	[ac-ft]	[ac-ft]	
November	30	10.0%	8.0%	8.3%	1.14	2.84	1.03	2.12	0.72
December	31	10.0%	6.2%	7.9%	1.41	2.22	1.27	2.02	0.21
January	31	10.0%	5.9%	7.8%	1.60	2.09	1.44	2.00	0.08
February	28	10.0%	5.6%	7.7%	1.40	2.01	1.26	1.97	0.04
March	31	10.0%	5.4%	7.6%	1.51	1.92	1.36	1.93	-0.01
April	30	13.5%	5.3%	7.4%	1.56	1.89	1.35	1.90	-0.01
May	31	30.3%	6.6%	7.7%	3.45	2.37	2.40	1.98	0.40
June	30	36.0%	9.7%	8.5%	5.43	3.47	3.48	2.18	1.29
July	31	36.6%	12.3%	9.2%	6.03	4.38	3.83	2.35	2.03
August	31	34.8%	12.7%	9.4%	4.96	4.52	3.23	2.41	2.11
September	30	33.1%	11.9%	9.4%	4.11	4.23	2.75	2.40	1.83
October	31	28.6%	10.5%	9.1%	3.10	3.74	2.21	2.34	1.40
Annual	365		100.0%	100.0%	35.69	35.69	25.60	25.60	10.09

Description of Columns:

- (1) Months in water year order.
- (2) Days in each month.
- (3) Mixed use depletion curve from Table 1.
method with Pochop elevation adjustment, normal conditions at site.
- (4) Delayed impact factor for well pumping; calculated with Glover transient well depletion approach for dynamic equilibrium
 $T = 1,000 \text{ gpd/ft}$ $S = 0.05$ Distance to Crystal River, $D = 300 \text{ ft}$
- (5) Delayed impact factor for return flows occurring as deep percolation; calculated with transient parallel drain approach for dynamic equilibrium
 $K = 25 \text{ gpd/ft}^2$ $S = 0.05$ Distance from centroid of return flows to Crystal River, $D = 1,100 \text{ ft}$
- (6) Equals 2x the amount from Table 1. Assumes an increase from 80 EQRs to 160 EQRs.
- (7) Equals Column (7) annual value x Column (5)
- (8) Equals Column (7) - Column (7) x Column (4)
- (9) Equals Column (9) annual value x Column (6)
- (10) Equals Column (8) - Column (10)

Table 3
2018 Water Monthly Accounting Summary

(units = acre-feet)

Month	Depletions	Crystal River Augmentation				Colorado River Augmentation			
	Total	Call Days	Out-of-Priority Depletions	Evap.	Augmentation Pond Size	Call Days	Out-of-Priority Depletions	H.U.P.	Augmentation
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Nov	0.72	0	0.00			0	0.00	0.16	0.00
Dec	0.21	0	0.00			0	0.00	0.05	0.00
Jan	0.08	0	0.00			0	0.00	0.02	0.00
Feb	0.04	0	0.00			0	0.00	0.01	0.00
Mar	-0.01	0	0.00			0	0.00	0.00	0.00
Apr	-0.01	0	0.00			15	0.00	0.00	0.00
May	0.40	0	0.00			0	0.00	0.09	0.00
Jun	1.29	0	0.00			15	0.65	0.30	0.39
Jul	2.03	31	2.03	1.13		31	2.03	0.47	1.72
Aug	2.11	31	2.11	1.17		31	2.11	0.48	1.79
Sep	1.83	30	1.83	0.95		30	1.83	0.42	1.55
Oct	1.40	15	0.68	0.80		31	1.40	0.32	1.19
Total	10.09	107	6.65	4.05	10.69	153	8.01	2.31	6.64

Column explanation:

- (1) Months in water year order.
- (2) Total depletions from Table 1 Column (10)
- (3) Assumed call scenario for the Crystal River
- (4) Equals Column (2) prorated for the call scenario presented in Column (3)
- (5) Estimated evaporation losses from and average reservoir surface area of 2.5 acres
- (6) Equals Column (4) + Column (5) Annual Values
- (7) Assumed call scenario for the Colorado River
- (8) Equals Column (2) prorated for the call scenario presented in Column (6)
- (9) Estimated Green Mtn. H.U.P. using 1980 Census Population of 31 persons.
- (10) Equals [Column (7) - Column (8)] + 10% transit losses

Example EQR Schedule

(Taken from Sec. 13-3-20 Carbondale Municipal Code)

	Nature of Facility to be Served	EQR
1	a. Single-family detached residence, not to exceed 1,500 square feet, 1 full kitchen, 2 outside hose bibs and up to 2,500 square feet of irrigated lawn and garden watered by sprinkler or drip irrigation.	1
	b. Residences over 1,500 square feet will be charged an additional .03 EQR for each increment of 100 square feet over 1,500 square feet, or fraction thereof, in building size. There shall not be an adjustment for fractional increments of less than 100 square feet.	0.03
2	Each additional 100 square feet of irrigated lawn and garden by sprinkler or drip irrigation.	0.02
3	Each additional 100 square feet of nonresidential irrigated landscape by sprinkler or drip irrigation.	0.02
4	Multifamily residential units, including duplexes, apartments and condominiums:	
	a. Buffet or studio apartment or condo with 1 kitchen, up to 1,500 square feet.	0.6
	b. Up to and including two bedrooms with up to 1 1/2 baths and 1 kitchen, up to 1,500 square feet.	0.8
	c. Three bedrooms with up to 2 baths and 1 kitchen, up to 2,000 square feet.	1
	d. Each additional 100 square feet or fraction thereof in excess of the above limits will be assessed 0.03 EQR. There shall not be an adjustment for fractional increments of less than 100 square feet.	0.03
	e. Each coin-operated washing machine up to 12 lbs. capacity.	0.35
	f. Common area irrigation and amenities such as swimming pools, club houses and laundry	
5	Each mobile home or mobile home space in a court with not more than 1,000 square feet of irrigated lawn and garden.	0.8
6	Transient rental units, hotels, motels or rental units within residences:	
	a. Manager's unit: uses single-family or multifamily classification as applicable.	0.4
	b. Each additional room without cooking or kitchen facilities.	0.5
	c. Each additional room with cooking or kitchen facilities.	0.3
	d. Washing machine.	0.2
	e. 3/4" hose bib.	0.2
7	Dormitories (per each rental bed space) without laundry or kitchen facilities.	0.1
8	Recreational vehicle parks:	
	a. For each camping or vehicle space without sewer hook-up.	0.35
	b. For each camping or vehicle space with sewer hook-up.	0.4
	c. For common facilities, manager's unit and related facilities, see categories above (spaces	
9	Bars and restaurants:	
	a. For businesses with less than 25 seats.	2
	b. For each additional seat.	0.04
10	Service stations and gas stations:	
	a. Service stations per fuel nozzle.	0.4
	b. Per garage spaces (per 1,000 sq. ft.).	0.3
	c. Per food/retail/office sales (per 1,000 sq. ft.).	0.5

Example EQR Schedule

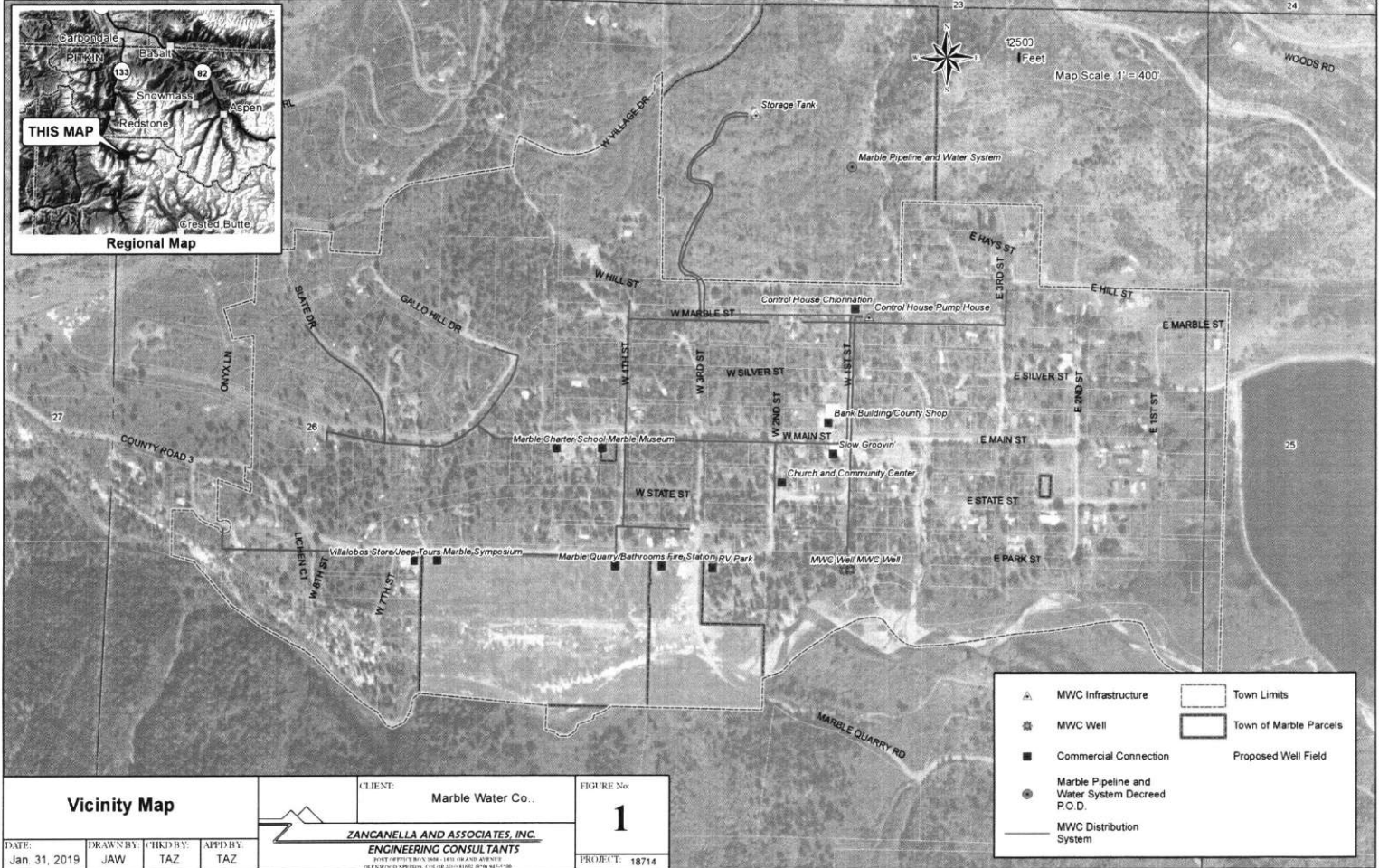
(Taken from Sec. 13-3-20 Carbondale Municipal Code)

11	Commercial retail stores with no processed water, no residences and no eating facilities of up to 5,000 square feet, including 2 restrooms which have a total of 2 lavatories and 2 toilets (1 each per restroom):	1
	a. For each additional toilet or urinal with manual flush.	0.3
	b. For each additional lavatory.	0.15
	c. For each shower or bath or combination.	0.3
	d. For each manually operated drinking fountain.	0.1
	e. For each additional 1,000 square feet of floor space above 5,000 feet.	0.02
12	Commercial offices (such as banks, professional office space and other low traffic occupations) with no processed water, no residences and no eating facilities of up to 7,000 square feet, including 2 restrooms which have a total of 2 lavatories and 2 toilets (1 each per restroom):	1
	a. For each additional toilet or urinal with manual flush.	0.3
	b. For each additional lavatory.	0.15
	c. For each shower or bath or combination.	0.3
	d. For each manually operated drinking fountain.	0.1
	e. For each additional 1,000 square feet of floor space above 7,000 feet.	0.14
13	Industrial, including warehouses up to 8,000 square feet which include 2 restrooms which have a total of 2 lavatories and 2 toilets (1 each per restroom):	1
	a. For every 350 gallons/day of processed water with not more than 15% consumptive use.	1
	b. For each additional toilet or urinal with manual flush.	0.3
	c. For each additional lavatory.	0.15
	d. For each shower or bath or combination.	0.01
	e. For each mop sink.	1
	f. For each manually operated drinking fountain.	0.1
	g. For each additional 1,000 square feet of floor space above 8,000 feet.	0.13
14	Schools, including principal's administrative office and school staff, but not including cafeteria,	
	a. Up to 25 students and staff.	1
	b. For each additional student.	0.02
	c. Cafeteria, gymnasium and athletic requirements determined on a case-by-case basis at the Town's sole discretion.	
15	Swimming pools up to 25,000 gallon capacity:	
	a. Year-round operation.	1
	b. Summer only (less than 6 months).	0.5
	c. For each additional 1,000 gallons of capacity.	0.02
16	Fire protection sprinkler systems.	0
17	Irrigation by sprinkler or drip system:	
	a. Residential per 100 square feet.	0.02
	b. Commercial per 100 square feet.	0.02

Example EQR Schedule

(Taken from Sec. 13-3-20 Carbondale Municipal Code)

18	Car washes: **	
	a. For each bay/rack where cars can be washed.	
	i. Manual bay	3
	ii. Automatic bay	15
19	Barber shop/beauty salon per chair.	0.4
20	Theater (per 25 seats).	0.6
21	Grocery store per 1,000 sq. ft. floor space.	0.3
22	Church (per 25 seats).	0.4
23	Medical/dental per 1,000 sq. ft. floor space.	1
24	Greenhouse/nursery per 1,000 GPD.	1.2
25	Construction yard per 1,000 sq. ft. office space.	
	a. Construction yard wash equipment.	1
26	Nursing home/hospital.	0.7
27	Athletic club per 1,000 sq. ft.	2
28	Commercial Laundromats:	
	a. Each washing machine.	0.5



	MWC Infrastructure		Town Limits
	MWC Well		Town of Marble Parcels
	Commercial Connection		Proposed Well Field
	Marble Pipeline and Water System Decreed P.O.D.		
	MWC Distribution System		

Vicinity Map			
DATE:	DRAWN BY:	CHECKED BY:	APP'D BY:
Jan 31, 2019	JAW	TAZ	TAZ

CLIENT: Marble Water Co.

ZANCANELLA AND ASSOCIATES, INC.
ENGINEERING CONSULTANTS

1000 WEST 10TH AVENUE, SUITE 1000, DENVER, CO 80202
TEL: 303.733.1100 FAX: 303.733.1101

FIGURE No. **1**

PROJECT: 18714

Town of Marble
Short-Term Rental Initiative Committee

Statement-of-Purpose Overview

*Establish an application process for Short-Term-Rental (STR) business licensing.

*Establish licensing guidelines that are reasonable to understand, evaluate, maintain, and enforce with current Town of Marble resources, while:

1. Encouraging the responsible development of a tourist base for the businesses of the community, which benefits personal and town revenue.
2. Encouraging local citizens to responsibly take advantage of the opportunity to add income for better lives or to bridge a gap during difficult times.
3. Protecting our local environment—septic, noise, traffic, garbage, etc.
4. Protecting STR neighbors from losing the local residential character of their rural neighborhoods.

*Provide support materials for STR owners and their guests that assist the owners and guests in maintaining good community relations and a safe environment (good neighbor guide, safety checklist).

*Educate visitors about safety, and about respect for the town of Marble, its people, and its natural resources.

*Observe and direct community growth that is appropriately balanced between residents/community members and visitors/tourists.

10.23.17 Definitions For STR Initiative Town Policy

Effective Date May 1st, or June 1st 2019

OWNER is defined as the natural person, trust or non-profit organization listed on the deed for the property.

PRIMARY RESIDENCE, or **OWNER OCCUPIED RESIDENCE**, is defined as the dwelling unit in which the owner, a person, resides for more than one half of the year.

SHORT TERM RENTAL is defined as any structure accessory structure, or portion of such structures, on a Residential Zoned Property, which is contracted for residential, dwelling or sleeping purposes, for any period of time which is 30 consecutive days or less. This definition does not include offering the use of one's property where no fee is charged or collected. This definition does not allow for the rental of tents, RVs or other non-permitted structures on the property.

DESIGNATED RESPONSIBLE PERSON is defined as a person located in the Crystal River Valley who will be immediately available (within an hour of notification) to respond to any issues arising from the short term rental of the property, whether it be from the rental property, public safety personnel, utility personnel, or any other municipal party. If this person is not the Owner, they must have authority from the Owner to make decisions and authorize work on behalf of the Owner.

OCCUPANCY LIMIT is defined (calculated) as the number of bedrooms documented on Gunnison County Property Records times 2, plus 2.

Example: A 3 bedroom home would have an occupancy limit of 8. $(3 \times 2) + 2 = 8$

7.10.40

Only one STR is allowed per owner who is a natural person.

MARBLE RESIDENCES: Number of Marble residences is roughly 108

APPLICABLE LAWS include:

7.10.40 C

Unlawful violation to use property as a STR without a STR business license. *All STRs shall comply with the requirements of all applicable codes (Building and Zoning)*

7.10.50 Application

C Application Fees can be updated by annual resolution of Council. Suggested app fees are currently \$50.

'VARIANCES' to be deleted from heading. 7.10.60 D Temp variance process re: financial hardship, etc. to be deleted.

7.10.70 Compliance

B Owner shall cause lodging tax and sales tax to be collected and remitted to the Colorado Dept. of Revenue as required under the Code.

F. Include in required information "signed copy of self-inspection verification."

Also add this into the requirement for commercial lodges.

Town of Marble
Short-Term Rental Licensing Checklist

1. Complete Short-Term rental business license application & pay application fee (\$50).
 - a. Short-Term rental business license **replaces** regular business license, and is required for lodges/inns as well as Air B&B-type short-term rental property businesses.
 - b. Short-term rentals run in shared-living spaces are exempt from Short-Term business-license requirement. Shared living spaces are defined as long-term resident and short-term renter sharing a common kitchen in owner/operator's residence.

2. Acquire Colorado Sales tax ID#, and Colorado State Lodging Tax # (see instructions on mcrchamber.org site.)
 - a. State Lodging Tax # must be shown (by law) on all online rental ads.

3. Present owner-signed Verification of Short-Term Rental Safety Inspection Form and Checklist.
 - b. Includes contact numbers for local 'designated responsible party' who can be on site within 45 minutes in an emergency, and make decisions concerning the property and any situations that may arise.
 - c. Includes proof of liability insurance.
 - d. Includes land-line telephone number to reach rental property directly.
 - e. Includes owner-signed statement as to operational smoke detectors, carbon monoxide detectors, general safety of STR premises.

4. Acquire general information sheet (Marble Manners) regarding Marble community, culture, safety, and rules from Town Clerk. Recommended posting in STR units.

TOWN OF MARBLE

APPLICATION FOR SHORT TERM RENTAL LICENSE

APPLICATION TYPE (check one)

New License, Renewal If this application is for a renewal and all the information is the same, please check this box. You DO NOT need to fill out the whole application. Please resubmit the required documentation, sign and date the bottom.

OWNER INFORMATION

Name:

Owner, or Contact Person, if Owner Name is a Trust, LLC or other non-natural person:

Mailing Address:

City: State: ZIP Code:

Phone Numbers, Days: _____ Cell: _____ Other: _____

Email: _____

Secondary Contact (Designated Responsible Party):

Address:

City: State: ZIP Code: ||

Primary Phone Number: Secondary Phone Number: |

Email: _____

Onsite Marble Landline Phone Number: _____

Maximum Occupancy (# Bedrooms plus 2) _____

 Please provide your State of Colorado Sales Tax ID#:

 Marble Business License (If renewal, or if this STR license replaces business license).

 Proof of Ownership and Number of Bedrooms (a copy of your Gunnison County Tax Assessor record is acceptable, available online for free)

Short Term Rental Self Inspection Form

 Proof of Insurance Liability Coverage

 8 1/2 x 11 Site Plan denoting Off-Street Parking, Garbage Collection, Floor Plan

 Payment of \$50.00 application fee, make checks payable to the Town of Marble

I, the Owner for the above property, declare, under penalty of perjury, that the statements in this application, and all attached documents submitted with this application, are true, correct and complete to the best of my knowledge. I understand and acknowledge that any information contained herein or submitted as part of this application that is found to be false or misleading may result in this application being denied, or any license granted pursuant to this application, suspended or revoked, in addition to possible filing of applicable criminal charges. I also acknowledge it is my responsibility to become familiar and comply with the provisions of [insert Town of Marble Ordinance references]

Signature:

Date:

Short Term Rental Safety Self-Checklist

- Name of Owner _____ email: _____
- Designated Responsible Person _____ phone: _____
- On-Premises land-line phone number: 970 _____
- Marble STR Street Address: _____
- Smoke Detector(s) Please mark locations on Floor Plan: Yes ___ No ___
- Carbon Monoxide Detector(s) Please mark locations on Floor Plan: Yes ___ No ___
- Working Smoke Detectors are installed in sleeping rooms.
- Working Carbon Monoxide Detectors are within 15 feet of all sleeping rooms.
- Posted 'Marble Manners'/Fire, Sheriffs', Medical contact numbers, etc.
- Floor Plan of Short Term Rental, w bedrooms designated, smoke and carbon monoxide detectors, breaker boxes, etc. **Please use a separate sheet.**
- Site Map: Off-Street Parking, Garbage, collection times. **Please use a separate sheet.**

I, the Owner for the above property, declare, under penalty of perjury, that the safety equipment and detectors are in proper working condition, and are being monitored and maintained so that they continue to be in proper working condition as long as I am renting my property. I attest that emergency contact numbers are posted on the rental premises, and that there is a land-line telephone available on the premises. All statements in this application, and all attached documents submitted with this application, are true, correct and complete to the best of my knowledge. I understand and acknowledge that any information contained herein or submitted as part of this application that is found to be false or misleading may result in this application being denied, or any license granted pursuant to this application, suspended or revoked, in addition to possible filing of applicable criminal charges. I also acknowledge it is my responsibility to become familiar and comply with the provisions of the Town of Marble Short Term Rental Ordinance.

Signature:

Date:

Marble Information

Emergency: Your land line # is: (970) _____ - _____
Your address is: _____ Your local Contact is: _____
phone: _____
Owner Contact: _____ phone: _____ email:

Sheriff's Dept. (970) 641-1113
Fire Dept. (970) 963-2491
Valley View Hospital, Glenwood Springs 945-6535
Mountain Rescue 911

Rental Information:

Wi-Fi Network: _____
Wi-Fi Password: _____
The electrical breaker box is located _____
Flashlights are available _____ (Watch for
Bears!)
The Trash is collected on _____ days at _____ a.m., at _____
_____ Working Smoke Detectors are installed in sleeping rooms.
_____ Working Carbon Monoxide Detectors are within 15 feet of all sleeping rooms.

About Town:

The Hub — A good place to drink great coffee, plan activities, look at maps, pick up some internet usage, and talk to locals about Marble. The Hub is open 9 a.m. during the summer and early fall months, and Saturdays during winter months. **963-7300**

Marble Manners

"Respect Nature. Respect People. Respect the Town. Survive."

Noise: Our local noise ordinance requires quiet after 10pm. Our valley is an acoustical bouncy-house. Please be sensitive to the noise curfew.

Wildlife Awareness: Chances are, you hope to see some wildlife while visiting the Crystal River Valley. Chances are, you know better than to feed any of the bear, moose, mountain lion, elk, deer, porcupine, marmots, martins and other critters that live here year round. So don't!

Fire Safety: Every summer, Marble posts various fire bans which affect your use of BBQs, campfires, fireworks, and even smoking. We're VERY sensitive about our exposure to forest fires. When visiting, know our current regulations.

Back-Country Driving Etiquette: The jeep trail to Crystal and around the Lead King Loop is overwhelmingly popular. This is a bad, one-lane, cliff-side dirt and rock road going both ways. At blind curves, stop and listen for approaching traffic. When you meet a vehicle face-to-face, the *uphill* vehicle reverses *uphill* to a safe, wide area for passage. It costs around \$1200 to have your vehicle

towed out of Lead King. We recommend a professional Jeep tour or a local rental. Above all – BE SAFE!

ATV Etiquette: ATVs must be driven by licensed drivers. Period. Some Marble citizens worry about children on ATVs without helmets. They also worry about speeding. Obey the laws, please, and these people won't bother you.

Bathroom Etiquette #1: In town, bathrooms are available in the millsite park and at public venues around town. Porta-potties too. Isolated areas in Marble may look like wilderness, but it's still somebody's yard. Don't be that guy.

Bathroom Etiquette #2: The wilderness rule is "don't leave anything behind." As stated by our US Forest Service Representative: "Our #1 problem is #2." Please be responsible for your group, and/or family. If you just *have to* leave something in the woods, bury it at least 8 inches like the mountain lion does. He may be watching!

Wilderness Etiquette: Leave no trace. Don't take anything (except #2!) Stick to trails and roads—whichever is appropriate. Jeeping on trails: not appropriate. Bush-wacking off-trail hikers: not appropriate.

Dogs: Marble has a leash requirement. Dogs caught chasing wildlife may be fined, and worse.

Equestrian Etiquette: When you meet an equestrian group on the road, stop and wait for an opening, or a signal from the riders. While passing horses slow wa-ay down and anticipate sudden movements. On wilderness trails, saying "Hello," puts both horses and people at ease.

Beaver Lake: Beaver Lake is managed by the DOW as a designated fishing area. Boats cannot be left overnight. Nor can trash—you need to take it with you. Motorized watercraft are prohibited.

Cellphones and Safety: Undoubtedly you have realized Marble is a cell-free zone. For your safety, Marble accommodations must have a land-line for emergency use.

Sheriff's Office (970) 641-1113;

Valley View Hospital, Glenwood Springs 945-6535;

Fire Dept. 963-2491;

Mountain Rescue 911

Emergency entities (except Mountain Rescue) are an hour away by car. Winter back-country skiers should carry avalanche beacons and/or satellite phones.

* * * * *

For local business and service listings, as well as ideas for a wonderful time in Marble, see the Marble Crystal River Chamber website at mcrchamber.org.

Inquire for information at the Hub: (970) 963-7300

Remember, you're at high altitude. Plan your outings. Hydrate excessively. Use a topo map. (It's all uphill from here!)

Simple:

1. Register as business (\$50)
2. Sign-off on safety requirements (releases Marble from risk.)
3. Pay sales (5.9%) and LMDT (4.0%) Taxes – **which is already the law.**
4. Post information sheet in rental

Positive points about the regulation:

1. Not expensive
2. Keeps an eye on growth with default mechanism to slow it.
3. Makes safety an issue while keeping the town out of exposure
4. Makes respect for the Town and respect for the environment an issue.
5. Makes STR owners accountable for their impact – could lose STR license.
6. STR owners are reporting successful businesses using the STR model. The town is making an effort to help these businesses be successful. For fifty bucks!

FAQs:

What is oppressive about requiring information and safety and tax money?

We have to ask the questions: Can you run a safe establishment? One that doesn't impact your neighbors? Otherwise, we are irresponsible to our citizens and town.

WHY?

As a destination town to cyclists, hikers, campers, ATV enthusiasts, leaf-peepers, and more, STRs are a smart bet for Marble property owners to monetize their investment, and as there is money involved, this is not an issue that is going away.

Q: How many new STRs before we can't field a team on Town Council? Volunteer Fire Dept.? Staff the school? When does it become too difficult to find enough volunteers for all our community services?

SAFETY & NUISANCE Unsafe and/or un-managed STRs can put our town at risk. STRs take their toll on our infrastructure. Marble is a DIY town. Absentee STR owners aren't mowing the parks, removing the trash, serving the town. Marble citizens are. And that's great.

TAXES This STR Initiative isn't about paying the LMDT taxes. That is already required by law. It's 4%. If you are running a lodging business like an inn, B&B or STR, you are supposed to pay that tax. But that's not what we're talking about. **NEVERTHELESS** Tax money pays for the chamber, which in turn promotes Marble as a single entity destination, which supports STRs. The CHAMBER built the bathroom in the park, financially supports the Hub and local events **all of which benefit the owners of STR businesses, as well as the community.** STR owners who don't pay these taxes are taking, but not giving back. Don't be that guy.

SERVICES

What is it worth to STR owners to have the Hub functioning as a concierge and information center. **SHOULD SOME OF THESE TAX MONEYS BE EARMARKED TO SUPPORT THE HUB?** We could do that. But first we need to pass a starter ordinance.