

Town of Marble
Regular Meeting of the Board of Trustees
February 2nd, 2023 7:00 P.M.
Marble Community Church, 121 W. State St. Marble, Colorado
Agenda

7:00 P.M.

- A. Call to order & roll call of the regular meeting of the Board of Trustees
- B. Mayor Comments
 - a. Discuss letter to Marble Water Company regarding possible acquisition
- C. Consent Agenda
 - a. Approve January 5, 2023 minutes
 - b. Approve January 19, 2023 minutes
 - c. Approve Current Bills, February 2, 2023
- D. Administrator Report
 - a. Consider Resolution 2023- to re-appoint Kendall Burgemeister as Town Attorney and Ron Leach as Town Clerk
 - b. Employee evaluations & payroll raises for 2023
 - c. Consider approval of Mark Chain Consulting LLC Master Plan proposal, Ron
- E. Master Plan Report
 - a. Discuss Center for Public Lands, GOCO Planning Grant application, Amber
 - b. Review Master Plan Committee applications, Alie
- F. Park Committee report
 - a. Review organizational process, Emma
 - b. Parks Committee Updates, Marja
 - c. Update on potential opportunities for the Snowbound property , Brent
 - d. Discuss plans for 2023 bon fire, Mike
- G. Land use issues
- H. Old Business
 - a. 2023 parking plan, Amber
 - b. Sign update, Amber
 - c. Other
- I. New Business
 - a. Review 2023 Business License renewal applications
 - b. Consider approval of Raspberry Ridge Café business license application
 - c. Consider approval of Raspberry Ridge Café liquor license application
- J. Adjourn

Minutes of the Town of Marble:
Regular Meeting of the Board of Trustees
January 5, 2023

A. Call to order & roll call of the regular meeting of the Board of Trustees – Mayor Ryan Vinciguerra called the meeting to order at 7:03 p.m. Present: Ryan Vinciguerra, Larry Good, Amber McMahill and Emma Bielski. Absent: Tony Petrocco. Also present: Ron Leach, Town Administrator and Terry Langley, minutes.

B. Mayor Comments - Happy New Year and welcome!

C. Consent Agenda -

a. Approve December 1, 2022 minutes

b. Approve Current Bills, January 5, 2023 - Ron added three bills: 1) the Wetlands project funds in the amount of \$98,000 were received from the State of Colorado and has been deposited. There is a bill for \$95,000 to be paid to Trout Unlimited. 2) Avalanche Computers – tablets for the trustees and laptops for Terry Langley and Allie Wettstein for a total of \$5,045. 3) The third bill is for Daly Properties for snow removal in the amount of \$9,213.75.

Larry Good made a motion to approve the consent agenda with the three additional bills. Amber McMahill seconded and the motion passed unanimously.

D. Administrator Report

a. Pat Willits, Trust for Land Restoration (TLR), update on Marble Wetlands project – Pat and John Armstrong, CVEPA, joined by conference call. Pat thanked the town for their help in cleaning up the smelter site and serving as the fiscal agent for the project. He explained the next steps and ultimate goal is to work with the Aspen Valley Land Trust (AVLT) to place the property in a conservation easement to be administered by AVLT with the property then to be donated to and owned by the Town of Marble (approximately in November, 2023). Other goals include limiting vehicle access to only the private property owner who currently has an easement and preparing a deeded, foot-traffic easement to allow access across CPW land that is to the west of the property. TLR is asking that the town (Ron) enter into discussion with CPW to work that out. John explained that this access across the bridge where the hopper is located. The need for the easement is to insure free access to the Marble Wetlands. Amber asked about the road easement that the neighbor has and if it stays fully in place. Pat said that easement would remain in place unless the land owner gave it up. They are encouraging him to put up a gate. Emma Bielski made a motion to have Ron work with TLR and CPW going forward. Amber McMahill seconded and the motion passed unanimously.

b. Brian Shepard, Visionary Networks (VN), update on Marble Broadband project – Brian introduced himself and is the new VP of Grant Engagement. His immediate focus is grant projects that are ongoing, including the Marble project. He explained that VN applied to and received a grant from the state to bring fiber optic into Marble by 2022. They were not able to meet that deadline and they got an extension through 2023. Holy Cross had to do a comprehensive review of the poles for the span from Carbondale to Marble. They found that they would need to replace some old poles as well as to add some poles. Holy Cross is doing the make-ready work to design what they need to do. Upgrades and new poles are anticipated to be done by June or July and VN can follow along with the installation of

the fibre optic lines and they hope to be done by late summer/early fall. In addition, a 30' tower will be constructed at the fire station for line-of-site service to some who do not have power lines. Angus if the project is fully funded by the government. Brian explained that there is a requirement for a 25% match which VN will pay. There is no cost to the town. The anticipated price is in the range of \$80 (Emma said VN had quoted \$86 earlier) for the highest gig package. There will be lower cost packages for basic home use of \$30-50. He feels that their product is much more robust than traditional satellite service and will be more sustainable than lower altitude satellite service like Starlink. Telephone will be available as an add-on service. They cooperate with Centurylink in that Centurylink provides a circuit at Carbondale and VN will run their own lines into Marble. He will provide design diagrams to the town showing the plans for where the lines will be located.

c. Consider approval of Resolution 2023-1 regarding 2023 Public Posting Place – Amber McMahill made a motion to approve Resolution 2023-1. Larry Good seconded and the motion passed unanimously.

E. Master Plan Report – Ron explained that the last Master Plan was done in 2000. This effort will be updating that Master Plan. The town will form a master plan steering committee with a planning commission to be appointed as well. The plan is for the town to hire a facilitator and form a stakeholder/steering committee of 5-7 people. The master plan will look 10 years out. The goal is to complete the plan in one year. Planning will include regular stakeholder/staff meetings, public meetings and participation, and monthly check-ins with the town board at regular meetings. Funding was included in the 2023 budget in the amount of \$12,500 with a match from (DOLA) for a total of \$25,000. Steering committee will include town citizens as well as people living outside of town in the surrounding area. The vision for the plan includes tailoring the plan to the issues relevant to the Town of Marble and might include land use, staffing, parks & rec, capital projects, roads & bridges, annexations, financial, enforcement, water and infrastructure.

Mark Chain made a proposal for being the facilitator. He explained his experience, including working as a professional planner for Carbondale and Basalt for more than twenty years. He has worked on master plans for Carbondale, Basalt and the Carbondale Fire District. He spoke to the need to work cooperatively with Gunnison County and how this would look different than many communities' master plans and likened our project to a strategic plan. He spoke to the need to look at town history, the current situation, assets, needs, citizen desires, goals and a structure to deal with issues as they arise. Amber asked when this might get started. Mark explained that organizational planning should begin soon. Larry asked if he would want to sit in on selection of the committee and he would. Larry asked if he would be bidding the job or working hourly. Mark said he would bid it based on a scope of work. Angus asked how they would develop a consensus of citizens. Mark said public meetings, surveys and votes can be used to develop a vision for a preferred future. Ryan asked how to get town involvement and Emma spoke to opportunities for communications. Larry spoke to the diversity of a steering committee. Sue asked about the difference between stakeholders and a planning commission. Ron explained that they see this as the same group due to the small pool of volunteers to draw from. Mark spoke to some of the different entities that might be represented: CVEPA, the quarry, business owners, etc. Ryan said the master planning committee might stay on as the ongoing planning commission once the Master Plan is completed. Mark talked about all the different roles the board already fills. Sue asked, if the stakeholder group would represent certain groups, who would act as the steering committee. Ryan said that the board would steer but the stakeholders would develop the plan. Ron

suggested using the agencies for their expertise but not as part of the core planning commission. Amber spoke to defining the terms and calling on the agencies for their expertise as needed. The board would act as the steering committee. Angus asked Mark how any changes/plans would be paid for. Mark explained that a Master Plan would not come up with funding, but would come up with and give guidance for ideas/goals/policies. The town board would come up with funding mechanisms. Amber explained that the master plan is to develop the vision of what we want the town to become. New resident, Bob Kulick, spoke to his experience on a master planning project for another town, the role of the facilitator, the work of the steering committee and the excitement of seeing plans come to fruition.

Allie is working on the application to be part of the committee. She presented a rough draft and said she would put an approved application on the website, will send hard copies to those who request it, and will put it in the Echo. Emma suggested a public service announcement on KDNK. Emma said the application looks awesome. Amber spoke to the need for including general information such as the time commitment and Allie said she wanted to include expectations and job description. Ron estimated one stakeholder meeting of 1-2 hours per month, a few public meetings and homework. Dustin asked if there would be term limits. Amber asked for a special meeting to look at Mark's proposal and to figure out some of the details around the committee make up and vision for the plan. Ryan would like a proposal from Mark for the Board to review but does not think Mark needs to be at the special meeting in person. Larry Good made a motion to hold a special meeting on Thursday, Jan. 19, 2023 at 6 p.m. at the church to discuss the master plan project. Emma Bielski seconded and the motion passed unanimously. Mark estimated a need for 1-2 meetings a month minimum plus homework so maybe 10 hours per month and a willingness to talk to people and seek their input.

F. Committee Reports -

a. Parks committee report – Emma suggested inviting the Parks committee to the Feb. meeting to review the process/organizational process.

G. Land use issues - none

H. Old Business

a. 2023 parking plan – Amber suggested reaching out to the Small Business Administration (SBA). She said that Kendall suggested reaching out, communicating the Lead King Loop recommendations and the Forest Service's support. He is willing write an agreement/addendum to the lease so that the SBA does not have to. Larry feels that any communication should include the need for feedback from the SBA one way or the other. Ryan suggested scheduling a phone conference with the SBA attorney. Ron explained that Kendall would write the agreement/addendum to the deed and provide it to the SBA so that all they would have to do is sign it. Amber made a motion that Ryan and Ron reach out to the SBA attorney and to have Kendall draft the agreement. Larry Good seconded and the motion passed unanimously.

b. Other – Angus asked for an update on signs. Amber said they are planning for park entrance signs for the Mill Site Park with established rules, two town entrance signs and historic signage in conjunction with Crystal. She hopes to have cost quotes for the February meeting. Dustin asked if the signs would be put out to bid, if they would be standard signs or would be more artistic.

c. Internet – the town will pay \$125 per month to the church to cover internet and building use.

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I. New Business

a. Terry announced the formation of a Marble book club with the first organizational meeting scheduled for Jan. 18, 7 p.m., at the church.

b. Dustin asked what they needed to do to run the jeep tours out of the home they are building. Ryan explained that the process to change zoning is laid out in the codes and that they should get with Ron. Emma expressed sympathy for Glenn's passing.

J. Adjourn – Larry Good made a motion to adjourn. Emma Bielski seconded and the motion passed. The meeting was adjourned at 9:12 p.m.

Respectfully submitted,
Terry Langley

Minutes of the Town of Marble
Special Meeting of the Board of Trustees
January 19, 2023

A. Call to order & roll call of the special meeting of the Board of Trustees – Mayor Ryan Vinciguerra called the meeting to order at 6:12 p.m. Present: Emma Bielski, Larry Good, Amber McMahill, Tony Petrocco, Ryan Vinciguerra. Also present: Ron Leach, Town Administrator; Terry Langley, minutes and Ali Wettstein, Administrative Assistant.

B. Mayor’s comments - Ryan asked the board to please be sure to read the recent letter from the town’s attorney, Kendall Bergemeister, to the Marble Water Company (MWC).

C. Consider approval of Mark Chain master plan consulting proposal – Mark explained that this is a draft proposal. If the town or committee have a different direction or perspective it can be adjusted. He also said that there may be places and ways to save time by checking with people that already have information and expertise. He said Marble’s master plan would be different from others due to size, infrastructure, commercial land uses, etc. It would be more looking at such things as core values, problems, assets and what the town wants to look like in the future.

Tony said that the current master plan is for a small town with limited services. He asked if there would be a formal Request for Proposals (RFP). Amber said the plan is to hire Mark as a facilitator, form a committee and for Mark to guide the committee in writing a master plan.

Amber asked if Mark feels the 12-month time frame is feasible. Mark said it will be tough, but it can be done. Amber asked about the task time line in Mark’s proposal. He said that the public outreach should be during the summer. The first four tasks are preparation and can be done between now and May. Public meetings should wrap up in late summer/early fall and have the plan finalized and adopted in late fall into the winter. Amber asked if 15 hours a month for members of the committee is realistic. Mark said in the middle of the summer there might be more due to the public meetings. He said a key component would be communicating with the public – casual conversations, on-line, surveys. Amber asked if Mark would communicate if the scope of work increases or if time and therefore costs would exceed expectations. He said there are ways to deal with it such as putting more complicated projects off for the future.

Larry asked what the first wave of promoting the need for committee members would be. Mark said posting the applications on the web, placing articles in the Echo and the Sopris Sun, putting information on KDNK. He suggested trying to have a group formed by March. Mark said he could begin gathering information and statistics

Tony made a motion to approve Mark Chain’s master planning proposal subject to attorney review.

Emma asked how long Mark has been attending Marble Town Council meetings. He said he has attended on an as-needed-basis since 2013. Emma spoke to the positive aspects of his experience and knowledge of our community and culture. He said he has been recreating here for 40 or more years. She said she feels his proposed hourly rate is very fair and reasonable. Mark explained that he had not included hours but would flesh that out for a final proposal.

Ryan asked if Mark thinks there is a middle ground that might be tackled first. For instance, hiring Mark to help form the group and do informational outreach rather than going forth with a \$20,000 12-month goal of having a finished master plan. Mark said that it could be done that way, but the group would need to decide if they want to hit it hard or take longer and possibly have different leadership later. Ryan suggests starting to plan and gather information without the full master plan as the final goal – taking more time to get the information and perhaps find a more cost-effective route. Emma said that she feels that this is a tool to make sure current projects continue to be a focus and included in a master plan so that they are not lost with a change in leadership. Ryan spoke to the limited resources of the town and that a master plan is not necessarily the answer to all the issues facing Marble. He would like to explore forming the planning committee more, do some surveys to see what the desires of the town are but not try to get a full plan done in 12 months. Larry spoke to 12 months being a goal but not a limit and that there is energy and excitement now. Ryan spoke to slowing down and the fact that the idea for a planning commission only recently morphed into a master plan. Emma said that we budgeted for this in 2023 and there are matching funds available for a total of \$25,000. Amber spoke to gathering information and building momentum as opposed to gathering information that then goes nowhere. She said the plan can be updated as needed. She feels that having a facilitator from the beginning would help keep the committee from losing steam, crashing & burning as has happened with other commissions and groups. Richard Wells suggested combining the seven tasks into two big tasks that then would be tackled one at a time with half of the funds used for each. Amber said there might be some constraints with the grant in using half at a time. Ryan recognized the grant opportunity as having a big impact. Tony said that in his experience with master plans, we get a facilitator and then get the public involved at public meetings, take that information back to the facilitator who crunches it into a report that the town then finalizes. This takes time and work. Tony said that the facilitator is the person to get this started, to take the information gathered and to report to the board. Larry suggested forming a master planning group and postponing forming a planning commission until after the master planning work is done.

Emma Bielski seconded the motion. Ryan asked Mark whether, if the town doesn't get the participation that they need and the project is halted, the town be liable for undone work. Mark said he would only expect to be paid for work done and he can add that into the final proposal. The motion passed unanimously.

D. Discussion of Planning Commission

1. Application period and appointment plan - Alie suggested including a deadline for applications. Emma suggested the meeting date of March 2 as a deadline so that interviews and selections can be done in March. Tony asked how they can let summer residents know. Alie suggested using the email list. Applications will be on the website, available at a to-be-determined site and by emailing Alie. Ryan asked how the applicants would be selected and what the committee size should be. Mark suggested at least 5 members. Tony spoke to including anyone who applies. Discussion of the make-up of the committee and whether to include non-residents followed. Tony spoke to only including people in town. Amber spoke to the impact the decisions will have on area residents. Emma feels it needs to include residents of the valley. Ron said there is a thing called a three-mile plan and the master plan must encompass a three-mile area. Ryan suggested requiring a majority of members be residents of Marble.

2. Job Description for commission members – Emma suggested including the hourly commitment. Ryan wants to keep it general. Larry suggested including “volunteer” in the description.

3. Term limits for commission members - Term limits are for the duration of the project which is anticipated to be one year. Emma suggested including a start date of April. Emma suggested adding that applications will be accepted from residents who live within a three-mile radius of town.

4. Definition of terms - none

E. Other master plan discussion - Angus asked about including where to get applications and where to direct questions in his article in the paper and that was approved.

F. Emma Bielski made a motion to adjourn. Tony Petrocco seconded and the motion passed unanimously. The meeting was adjourned at 7:35 p.m.

Respectfully submitted,
Terry Langley

Town of Marble
Deposit Detail-Money Market Fund
January 2023

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
01/05/2023		Deposit	Money Market -1084	22.07
		Deposit	Cigarette Tax	-22.07
TOTAL				-22.07
01/10/2023		Deposit	Money Market -1084	219.36
		Deposit	Property Taxes	-219.36
TOTAL				-219.36
01/10/2023		Deposit	Money Market -1084	6,511.42
		Deposit	General Sales Tax	-6,511.42
TOTAL				-6,511.42
01/23/2023		Deposit	Money Market -1084	6,560.67
		Deposit	Highway Use Tax (HUTF)	-6,560.67
TOTAL				-6,560.67

Town of Marble
Check Register
January 5 through February 1, 2023

Num	Date	Amount
Alpine Bank 11574	02/01/2023	-2,092.61
Avalanche Computers 11576	02/01/2023	-910.00
Century Link 11580	02/01/2023	-246.96
Colorado Department of Revenue To Print	01/30/2023	-907.00
Colorado Municipal League 11579	02/01/2023	-316.00
Grateful Builders Inc. 11578	02/01/2023	-630.00
Law of the Rockies 11575	02/01/2023	-1,074.50
Marble Water Company 11581	02/01/2023	-180.00
Ragged Enterprises, LLC 11582	02/01/2023	-607.50
Richard Wells 11577	02/01/2023	-211.93

01/30/23

Town of Marble
Payroll Report
February 2023

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Type</u>	<u>Amount</u>
Alie O Wettstein 02/01/2023	11583	Alie O Wettstein	Paycheck	-895.50
Total Alie O Wettstein				-895.50
Charles R Manus 02/01/2023	11584	Charles R Manus	Paycheck	-628.34
Total Charles R Manus				-628.34
Richard B Wells 02/01/2023	11585	Richard B Wells	Paycheck	-395.56
Total Richard B Wells				-395.56
Ronald S Leach 02/01/2023	11586	Ronald S Leach	Paycheck	-3,294.92
Total Ronald S Leach				-3,294.92
Theresa A Langley 02/01/2023	11587	Theresa A Langley	Paycheck	-174.55
Total Theresa A Langley				-174.55
TOTAL				-5,388.87

Town of Marble
Budget vs. Actual
January 1 through February 1, 2023

	Jan 1 - Feb 1, 23	Budget	\$ Over Budget
Income			
Intergovernmental			
Grant Revenue	0.00	12,500.00	-12,500.00
Cigarette Tax	22.07	200.00	-177.93
Colorado Trust Fund	0.00	0.00	0.00
General Sales Tax	6,511.42	164,000.00	-157,488.58
Highway Use Tax (HUTF)	6,560.67	10,000.00	-3,439.33
Mineral Lease Distribution	0.00	2,000.00	-2,000.00
Other Permit & License Fees	0.00	0.00	0.00
Severance Tax	0.00	5,000.00	-5,000.00
Intergovernmental - Other	0.00	0.00	0.00
Total Intergovernmental	13,094.16	193,700.00	-180,605.84
Licenses & Permits			
Short term rental Licenses	0.00	500.00	-500.00
Building Permits	0.00	4,000.00	-4,000.00
Business Licenses	0.00	1,200.00	-1,200.00
Driveway Access Permits	0.00	0.00	0.00
Other Licenses & Permits	0.00	500.00	-500.00
Septic Permits	0.00	3,000.00	-3,000.00
Licenses & Permits - Other	0.00	0.00	0.00
Total Licenses & Permits	0.00	9,200.00	-9,200.00
Other Revenue			
Marble Fest	0.00	24,000.00	-24,000.00
Campground/Store Revenues	0.00	45,000.00	-45,000.00
CSQ Lease Agreement	0.00	30,000.00	-30,000.00
CSQ Maintenance Payments	0.00	3,600.00	-3,600.00
Donations	0.00	2,000.00	-2,000.00
Holy Cross Electric Rebates	0.00	500.00	-500.00
Interest Income	0.00	500.00	-500.00
Lead King Loop Project	0.00	1,000.00	-1,000.00
Non-Specified	0.00	2,000.00	-2,000.00
Parking Program Revenue	0.00	5,100.00	-5,100.00
SGB Lease Agreement	0.00	2,800.00	-2,800.00
Transfers (In) Out	0.00	1,000.00	-1,000.00
Tree Maintenance Program	0.00	0.00	0.00
Other Revenue - Other	0.00	0.00	0.00
Total Other Revenue	0.00	117,500.00	-117,500.00
Property Taxes	219.36	30,100.00	-29,880.64
Total Income	13,313.52	350,500.00	-337,186.48
Gross Profit	13,313.52	350,500.00	-337,186.48
Expense			
General Government			
Building Maint.	630.00	10,000.00	-9,370.00
Vehicle Expenses	211.93	0.00	211.93
Grant Expenditures	0.00	0.00	0.00
Abated Tax	0.00	0.00	0.00
Campground Expenses	1,090.00	25,000.00	-23,910.00
Church Rent	0.00	500.00	-500.00
Civic Engagement Fund	0.00	1,500.00	-1,500.00
Dues & Subscriptions	316.00	500.00	-184.00
Elections	0.00	0.00	0.00
Lead King Loop Project	0.00	5,000.00	-5,000.00
Legal Publication	0.00	1,000.00	-1,000.00
Marble Fest Expense	0.00	23,000.00	-23,000.00
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

	Jan 1 - Feb 1, 23	Budget	\$ Over Budget
Office Expenses	649.35	14,000.00	-13,350.65
Parking Program Expenses	0.00	5,000.00	-5,000.00
Recycle Program	0.00	3,000.00	-3,000.00
Treasurers Fees	0.00	500.00	-500.00
Tree Maintenance Program	0.00	0.00	0.00
Unclassified	0.00	0.00	0.00
Weed Mitigation Program	0.00	0.00	0.00
Workshop/Travel	0.00	2,000.00	-2,000.00
General Government - Other	0.00	0.00	0.00
Total General Government	2,897.28	91,000.00	-88,102.72
M&A Draft			
Capital Outlay	0.00	0.00	0.00
M&A Draft - Other	0.00	0.00	0.00
Total M&A Draft	0.00	0.00	0.00
Other Purchased Services			
Earth Day Expenses	0.00	0.00	0.00
Liability & Worker Comp Insc	0.00	7,000.00	-7,000.00
Park Improvements	0.00	0.00	0.00
Utilities	246.96	4,000.00	-3,753.04
Other Purchased Services - Other	0.00	0.00	0.00
Total Other Purchased Services	246.96	11,000.00	-10,753.04
Park Fund Expenses			
Maintenance - Park Fund	0.00	20,500.00	-20,500.00
Park Fund Expenses - Other	0.00	0.00	0.00
Total Park Fund Expenses	0.00	20,500.00	-20,500.00
Purchased Professional Services			
Planning	0.00	0.00	0.00
Audit	0.00	10,000.00	-10,000.00
Engineering-Water Augmentation	0.00	500.00	-500.00
Engineering Services & Insp.	0.00	4,000.00	-4,000.00
Legal - General	1,074.50	20,000.00	-18,925.50
Legal - Water Augmentation Plan	0.00	0.00	0.00
Municipal Court	0.00	1,500.00	-1,500.00
Purchased Professional Services - Other	0.00	0.00	0.00
Total Purchased Professional Services	1,074.50	36,000.00	-34,925.50
Roads			
Snow & Ice Removal	0.00	30,000.00	-30,000.00
Street Maintenance	0.00	15,000.00	-15,000.00
Roads - Other	0.00	0.00	0.00
Total Roads	0.00	45,000.00	-45,000.00
Wages & Benefits			
FICA/Medicare	1,083.96	8,000.00	-6,916.04
Total Wages	13,235.72	0.00	13,235.72
Wages & Benefits - Other	0.00	110,000.00	-110,000.00
Total Wages & Benefits	14,319.68	118,000.00	-103,680.32
Total Expense	18,538.42	321,500.00	-302,961.58
Net Income	-5,224.90	29,000.00	-34,224.90

**AGREEMENT FOR PROFESSIONAL SERVICES
Master Plan Development**

This AGREEMENT FOR PROFESSIONAL SERVICES is made this ____ day of ____ 2023 between the **TOWN OF MARBLE**, a municipality under the laws of the state of Colorado ("Town"), and **MARK CHAIN CONSULTING, LLC**, a Colorado limited liability company ("Contractor").

WHEREAS, the Town desires that Contractor perform land use planning services described in further detail in the letter dated January 16, 2023, attached hereto as Exhibit A (the "Services"); and

WHEREAS, Contractor represents that it has the expertise and background necessary, and desires, to perform the Services pursuant to the terms and conditions provided for in this Agreement.

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Scope of Agreement. Contractor agrees to provide the Town with the Services as set forth on Exhibit A. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
2. Consideration.
 - a. All Services will be billed at **\$ 70 / hour**.
 - b. The Town will also reimburse Contractor for reasonable direct expenses incurred by Contractor in completion of the Services.
 - c. The Contractor will provide monthly invoices. Invoices will be paid within 28 days of receipt.
3. Term and Renewal. This Agreement shall be effective as of the date of its execution by both parties and shall extend until December 31, 2023, unless sooner extended or terminated pursuant to paragraph 11 below.
4. Status.
 - a. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town other than as a contracting party and independent contractor. the Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, subcontractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions. The Contractor shall be solely

responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein. Contractor shall indemnify, defend, and hold harmless the Town from any and all claims or amounts for income, payroll taxes or employee benefits related to Contractor, its employees, agents and subcontractors. Furthermore, it is the intent of the Parties that neither Contractor nor its employees, agents or independent Contractors shall ever have any right whatsoever to participate in an employee benefit plan offered by the Town, even if Contractor or any of its employees, agents or subcontractors are later determined to be common law employees. See *Viscaino v. Microsoft, Inc.*, 97 F.3d 1187 (9th Cir. 1996).

b. CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

5. Ownership of Work Product. The work product prepared under this Agreement shall be the property of the Town.

6. Standard of Care. The standard of care applicable to the Contractor's services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or similar services.

7. Indemnity, Insurance and Immunity.

a. The Town cannot, and by this Agreement does not, agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever. This provision should not be construed to relieve or release the Town from any liability that it may otherwise owe to Contractor under the law.

b. The Contractor shall defend, indemnify and hold harmless the Town, its officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, in any way resulting from or arising from this Agreement; provided, however, that the Contractor need not indemnify or save harmless the Town, its officers, directors, agents and employees from damages resulting from the negligence or willful malfeasance of any officer, director, agent or employee of the Town. Contractor shall notify the Town immediately and in writing in the event that Contractor learns of a claim or an allegation of a claim arising or resulting from

Contractor's performance or failure to perform pursuant to this Agreement. The Parties shall reasonably cooperate in sharing information concerning potential claims.

c. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** The Parties hereto understand and agree that the Town, its directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as the same may be amended from time to time, or otherwise available to the Town.

d. The Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. This may include bonds, comprehensive general liability, workers compensation and employers' liability, unemployment insurance and automobile liability, as is determined appropriate in scope and limits by Contractor, and in any event in amounts no less than required by law. The cost of such insurance shall be paid by the Contractor.

8. **Sub-Contracting and Assignment; Rights of Third Parties.** Neither the Town nor Contractor may assign, sublet, sub-contract or transfer any rights or obligations under this Agreement without the written consent of the other. The Contractor's services shall be performed exclusively by Mark Chain, unless the Town provides prior written consent. In, the event that an employee or subcontractor is allowed to perform services under this Agreement, Contractor shall comply with paragraphs 9 and 10, below. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Town and Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Town and Contractor and not for the benefit of any other party.

9. **Work By Illegal Aliens Prohibited.** In the event that the Town consent to an individual other than Bruce Stolbach (as an employee or subcontractor) to perform services under this Agreement, Contractor shall comply with the requirements of this paragraph.

a. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor warrants, represents, acknowledges, and agrees that:

i. Contractor does not knowingly employ or contract with an illegal alien.

ii. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

iii. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is

not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9-C shall be null and void if E-Verify is discontinued.

iv. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

v. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

(1) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

vi. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

vii. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

10. Non-Discrimination. In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

11. Termination. The Town or the Contractor may terminate this Agreement at any time by providing a minimum 28 days’ written notice to the other party. Additionally, either Party may terminate this Agreement for cause at any time if the other Party fails to substantially perform in accordance with this Agreement. In the event this Agreement is terminated, the Contractor shall be compensated for all work performed in accordance with this Agreement through the time of termination.

12. Agreement Administration and Notice. For purposes of administering this Agreement, the Town hereby appoints the Town Clerk to represent the Town in carrying out the purposes

and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered to the party's respective address or email address as set forth below:

To the Town: Town of Marble
 Attn: Town Clerk
 322 W. Park St.
 Marble, CO 81623
 970-963-1938
 leach@townofmarble.com

To the Contractor: Mark Chain Consulting, LLC
 Attn: Mark Chain
 811 Garfield Avenue
 Carbondale, CO 81623
 970.309.3655
 mchain@sopris.net

13. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

14. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this agreement shall lie in Gunnison County, Colorado.

15. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

16. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

 IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of _____, 2023.

TOWN OF MARBLE, COLORADO

By: _____
Ryan Vinciguerra, Mayor

ATTEST:

Ron Leach, Town Clerk

Contractor: Mark Chain Consulting, LLC

By: _____
Mark Chain

January 16, 2023

Marble Board of Trustees

Sent via e-mail

RE: Town of Marble – Master Plan Services

Dear Board:

The purpose of this letter is to provide a draft Letter of Engagement for review for the purposes of providing services to facilitate and help develop a Master Plan for the Town of Marble. One goal of the Master Plan will be to meet statutory requirements necessary in regulating land use activity in the town as well as the surrounding 2- to- 3 mile area that is under the jurisdiction of Gunnison County. The primary purpose however would be to put together a land-use and strategic plan to deal with a number of issues facing the Town for the next 10 years.

The Master Plan will quickly review the history of the town, summarize its present population base and land-use activity, identify existing and desired community values and most importantly provide a framework via a series of goals and objectives for dealing with existing issues as well as those concerns that may arise in the next decade.

A Master Plan can give guidance to the town's citizens, volunteer boards and Board of Trustees on items such as where/if the community wishes to expand in area or population (and if so, where), identify community assets, determine infrastructure needs, identify areas to preserve or acquire, summarize environmental and geologic constraints in the area, focus on desired physical and cultural amenities, etc. Traditionally, many Master Plans have specific sections which summarize land-use patterns, physical development form, transportation, housing, recreation and trails, commercial/industrial and/Historic Preservation. Marbles master plan may touch on some of these or not depending on citizen desires.

One of the goals of the master plan will also be to facilitate the community members into designing what is critical to them. We can review other examples of Master Plans for layout and sample direction, but the Town of Marble is unique and the community should find its own direction and path for the near future. Besides identifying basic goals and objectives for the Town the master plan should also give guidance and perhaps lead by example in how to deal with identified community concerns or issues that may unexpectedly come up in the future.

I look at my role as working with the Town Administrator/staff under the guidance of the soon to be created Planning Committee who may act as a Steering Committee for the project. The Board may also want to consider adding a few other town citizens and citizens of the surrounding area to the Planning Committee and identify it as a specific Steering Committee. We can flesh that out over the next month.

Mark Chain Consulting will do the lion share of the work in terms of producing the plan, writing the initial drafts of various chapters etc. Mark Chain will also facilitate various meetings and work with the Town on advertising the various meetings that may be scheduled, providing information to be posted on the town website etc.

Finally, I put together an initial estimate of the number public/community meeting that may occur during the Master Plan process.

The list I put together is my suggestion and subject to change in working with the Town Board and the Planning Committee. The lion's share should probably occur during the more months of the year when it would be more convenient for citizens and part-time residents to attend.

The tasks I have identified are:

- Task 1 – Help with formation of Planning Committee
 - assumes they are guiding Master Plan Process (AKA Steering Committee)
- Task 2 – Work with Planning Committee to finalize outline of Master Plan Process
- Task 3 – Obtain Background Information and Data
 - contact County GIS for mapping of environmental constraints
 - search sources for number of lots available for development in surrounding area
 - search sources for available lots/units built in town and surrounding area-
 - identify areas/properties that may be or should be conserved
 - summarize data by appropriate categories
- Task 4 – Identify main Areas/Topics of Concern for review by Steering Committee (by way of example, infrastructure, community values, community assets, environmental concerns, Mill St., Park, housing, preservation of important areas/wilderness **(TBD)**)
- Task 5– Public Outreach - primarily work face-to-face or via group meetings but look at other options also (potential number and types of group meetings in Exhibit A)
- Task 6 – Determine and finalize goals and objectives for town for 10 years based on Steering Committee and Public Input
 - Draft Implementation Matrix
- Task 7 – Hold public hearing for input and adoption of Master Plan (in front of Steering Committee and Board of Trustees)

Assumptions

- Mark Chain Consulting will be the facilitator for most items and work on the production of the Master Plan including providing initial drafts of various sections as well as providing drafts of goals and objectives and similar items.
- We are leaving some money from the potential budget unused in order to help provide for some background data gathering, mapping or other such needs it may become apparent during the Master Plan Process.
- Set a Planning Committee or similar board be seated and ready to participate, help direct and help finalize the final details of the Master Plan Process by end of February, beginning of March.
- That the Town Board and Planning/steering committee be available for final public meetings/hearings at end of October in order to have final production and adoption of the Plan by the end of the calendar year.

Hour estimate by task

TASK

Hours

- Task 1 – Start Up/Organize
- Task 2 – Outline of Process/Schedule
- Task 3 – Obtain Background Information and Data
- Task 4 - Identify main Areas/Topics of Concern for review
- Task 5– Public Outreach/Meetings
- Task 6 – Determine and finalize goals and objectives for town for 10 year time period
- Task 7- Adoption

Total

My hourly rate is \$70/hr. With the potential hours identified this to be a cost of \$20,000. I will not exceed the time estimate for this project (285 hrs.) without discussion and prior approval from you. Sometimes, these applications to local governmental jurisdictions take on a life of their own but the real unknown usually occurs after the application is deemed complete and the public hearing process starts. If during this process you need additional service, I can provide a cost estimate for you.

Mark Chain Consulting and the Town agree that the contract for services can be terminated with 28 days notice as per paragraph 11 of the Personal Services Agreement that has been executed by the parties. This Letter of Engagement is considered an Exhibit to that Agreement.

I will provide invoices on a monthly basis unless. Any reimbursables such as printing and copying would be billed at my costs with no mark-up. I am available to start work immediately.

AUTHORIZATION

If these terms appear acceptable, please sign as provided below and return to me. I will then sign and provide you a copy for your records. If you need to discuss this Letter of Engagement, please contact me and we can discuss the matter.

If you have any questions, please don't hesitate to call me 970-309-3655 (cell).

Sincerely,

Mark Chain, Planner

Mark Chain Consulting, LLC

Mayor, Town of Marble

Meeting/Public Hearings during review process

Meeting	Hrs. meeting	# of Meetings
Planning/Steering	1 to 1.5	15 (over 10 months)
Stakeholder Groups	1.0	5
General Public	1.5	5
Residents outside Town Limits	1.5	4

Notes:

1. Planning/Steering Committee meetings over period of 10 months
2. stakeholders can be a combination of private property owners and groups. These are to be defined with help of Board and Steering Committee
3. "Residents outside town limits" may be for specific subdivision such as Serpentine Trail, hermits Hideaway etc.

Project Summary Information

Project Title:

Applicant Organization(s):

Applicant Name(s):

Partner Organization (if applicable):

Partner Name (if applicable):

Amount Requested:

Estimated Total Project Cost:

Estimated Grant Period (years):

Brief Project Description (limit to space provided without expanding the text box; use 10 pt font)

The Town of Marble, in partnership with the Center for Public Lands (CPL) is seeking funding for the continuation of educational programs, monitoring, workshops, capacity building and a strategic plan for the town of Marble. Since 2020, the CPL has been working with the Town of Marble to address tourism-related issues through data collection initiatives and convening the Lead King Loop (LKL) Stakeholder Group. The stakeholder group was formed to balance the interests related to the Upper Crystal River Valley in providing advice and recommendations to the management direction of the LKL and surrounding areas. With the funding of the GOCO planning and capacity grant, the Town of Marble will be able to continue the important work of a stakeholder group that represents the needs of the community. The town of Marble continues to combat several issues surrounding tourism's impacts and the current funding for the group will run out in May. A recommendation report has been created to address parking, noise regulations, road conditions, OHV management, education, and enforcement. The CPL at Western Colorado University will be able to continue to provide labor through its Master of Environmental Management (MEM) students who will work on data collection, education initiatives, a communication plan, and annually checking how implemented changes are making a difference.

GOCO Planning and Capacity Grant: Town of Marble

Background

The Center for Public Lands (CPL) at Western Colorado University aims to bring together students, land managers, and communities with the goal to develop creative responses to contemporary land management challenges. Since 2020, the CPL has been working with the Town of Marble to address tourism-related issues through data collection initiatives, workshops and planning, and convening the Lead King Loop (LKL) Stakeholder Group. The stakeholder group was formed to balance the interests related to the Upper Crystal River Valley in providing advice and recommendations to the management direction of the LKL and surrounding areas. Collaboratively, the group developed a recommendation report that addresses a variety of issues such as parking, enforcement, and education.

The recommendations have a high potential to provide quality recreational opportunities while mitigating impacts on the community and the environment. However, more planning is needed to navigate the evolving community challenges and to get strategies implemented on the ground. The CPL is hoping to grow its relationship with the Town of Marble and alleviate the burden of tourism on the community by applying for the GOCO Planning and Capacity Grant.

The GOCO Planning and Capacity Grant helps communities with planning, capacity, and research to address opportunities, explore issues, and examine trends in the outdoors. The CPL would continue facilitating the LKL Stakeholder Group, develop a strategic plan, and collect data on tourism trends. Through this grant funding, the Center for Public Lands would also hope to engage master's of environmental management (MEM) students from Western with the Marble community and follow up on previously made commitments. Project concepts are accepted until February 2nd. After that, it will be determined if the Town of Marble will be invited to apply for the grant.

Grant Information from GOCO

“Our program accommodates a wide range of projects, including strategic plans and master plans. We also invest in capacity-building and education efforts that help our partners make better-informed decisions and take the appropriate actions. Through this program, GOCO also invests in research projects to share and further knowledge and facilitate learning in conservation and recreation, as well as community engagement and educational efforts that develop and foster networks, partnerships, and collaborations. Finally, this program supports storytelling projects, helping our partners communicate the impacts, benefits, and challenges outdoor work brings.”

<https://goco.org/programs-projects/grant-programs/planning-and-capacity>

Marble Parks Committee Meeting Minutes

Date: January 17th, 2023 at 6:00 PM

In Attendance: Ron Leach, Marja O'Connor, Amber McMahonill, Brent Comptom, Amy Rusby, Lise Hornbach

Guests In Attendance: None at this meeting

Note: Emma Bielski was sent a message to attend this meeting; she was unable to attend but would like to attend the February meeting.

Agenda:

Master Plan Status: Marja gave a recap of the Parks Committee master plan discussions; revisit survey; create a steering committee beyond just the Parks Committee; invite stakeholders: Amy needs to list here

Amber explained that the Town of Marble has decided to create a town Master Plan which would include the Parks Committee as a part of it. They plan to hire a facilitator and apply for grants (DOLA) to make this all happen in a timely manner.

The following will be included/considered in discussions of the Master Plan:

- Land Use
- Staffing
- Parks and Recreation
- Capital Projects
- Roads and Bridges
- Annexations
- Financial
- Enforcement
- Parking

Hierarchy: Board (Convening Agency), Planning Commission, Stakeholders, Public

The intent is to have 5-7 people on the Town of Marble Planning Commission; there will be an application process to join this group- go to the Town of Marble website for the application

Sign Design: Amber asked if everyone had a chance to review the sign design that she emailed; She also reported that she is working with the sign company for the entry locations into Marble; suggested that welcome "signs" are engraved into pieces of marble- committee likes this idea; Marja inquired about a way for people to access an electronic map, the hope is that it will be available at the Hub; Don't changed to Do Not throughout sign; Add- Do not feed the

wildlife; No Smoking was discussed and where it should be applicable; we need to consider the color scheme being consistent with the town; The committee will need to make final decisions about signage at the March meeting.

Amber will check on pricing for sand blasting entry to Marble signs

Monthly Town of Marble Meeting: All of Parks Committee Plan to attend the town meeting on Thursday, February 2nd at 7:00 PM to report out what the committees idea is for the master plan (Marja will recap for the town); what is the committee's position on the New Year's Eve bonfire; update on grant applications

Share: Priorities, master planning, grant applications (fundraising), New Year's Eve bonfire

Amy will send Ron a PDF file of the completed meeting minutes to ensure that the town council receives them each month.

RFOV Committed Dates: June 24th and June 25th are the committed dates for RFOV to work in Marble; All campsites are needed for RFOV on these dates

Ron will talk to Richard about blocking all campsites for the RFOV dates June 24th and June 25th

Amber will be available to do the historical walk/tour of the Millsite Park when RFOV are in Marble

Amy to add to February agenda- What projects we want to prioritize for the RFOV weekend work- Fire mitigation, work in the Millsite Park, etc.

New Year's Bonfire: The Parks Committee needs to discuss this request to provide feedback to the town council at the February 2nd meeting

- It cost the town a lot of money to clean up the last bonfire
- It was not able to burn on New Years; instead it was burned later in the season
- Consider holding the bonfire on private property
- Suggested that there needs to have a dump and clean up plan
- Should have a permit which is not the sole responsibility of the fire department; the county Sheriff needs to approve
- The Marble Parks Committee does not want a bonfire in the Millsite Park; it is suggested that another site is considered

Grant Applications:

Kickball: Implement a kickball league in August and September as a Parks and Recreation initiative; charge a fee for entry; need to consider how to market this- start out by word of mouth, put it on the Roaring Fork Swap

Earth/Arbor Day: April 22nd is too early for Marble we need to consider a later date possibly May 20th and May 21st- Brent will look into trees and wildfire seeds to plant; Make a town/park clean-up day (i.e. time with town dumpsters) with a potluck

Fundraising: Brent is willing to take the lead on working with AVL, etc. to work on the possible purchase of "Snowbound"; Ron stated that the town may end up owning the acreage around the "Snowbound" property; The group discussed water rights on this property and how water augmentation can be helped if we could acquire this property

March agenda: Invite/remind Monique to attend the March 6th meeting to update the committee on the Gems and Minerals weekend

Amy to send Monique an email reminding her of the March 6th meeting; check-in on Gems and Minerals weekend planning

Next Meeting: Monday, February 6th, 2023

Adjourned: 8:02 PM

Town of Marble
322 West Park St.
Marble, CO 81623
970-963-1938

Business License Application

Date of Application: 1/31/23

Applicant Information:

Name: RYAN VINCIGUERRA

Mailing Address: 101 W 1ST ST

City: MARBLE State: CO Zip: 81623

Daytime Phone: _____ Evening Phone: _____

Fax: _____ Email: ryanvinciguerra@gmail.com

Business Information:

Name: RASPBERRY RIDGE CAFE

Address: 5580 CTY RD 3

Property Zoning: MIXED USE

Phone Number: _____ Fax Number: _____

Days and Hours of Operation: 7 DAYS A WEEK

State Sales Tax Number: 95517468

Please describe your business as fully as possible. Please include the following (as applicable): parking provisions for customers, signage, health department certification if selling prepared or ready-to-eat foods, uses of neighboring properties, anticipated total number of daily trips by employees, customers and vendors. Note: If your business uses water of impacts your septic system, you must include the size of your existing leach-field and holding tank. Use the back of this form if you need more room.

SEE ATACHED

By signing this business license application you are verifying the information you have provided is complete and accurate. If your business changes in any way, you confirm you will re-apply for a business license.

Applicant Signature: Ry Date: 1/31/23

Business Description for Raspberry Ridge Café

We would like to be a counter service café offering coffee, baked goods, burritos, candy, smoothies, soups and retail drinks. The current plan is to have short term rentals / overnight stays, employee housing and the café existing together.

The Gunnison County Health Department has our application in.

Our hours of operation would be 8am -2pm daily.

Staffing needs would be 2 employees per shift.

We plan on a very small sitting area, maybe 1 large table with a couple window seats. 10 or less seats on the inside. The idea is for people to grab and go.