

Town of Marble
Regular Meeting of the Board of Trustees
March 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.
- C. Consent Agenda
 - a. Approve February 2, 2023 minutes
 - b. Approve Current Bills, March 2, 2023
- D. Administrator Report
 - a. Francie Jacober, Wild & Scenic slide show presentation
- E. Master Plan Report
 - a. DOLA planning grant report, Ron
- F. Park Committee report
 - a. Parks Committee Updates, Marja
- G. Land use issues
 - a. Consider Patsy Smith request for zoning change, 575 Park St. Samantha
 - b. Consider Aaron/Tina Smith request for lot consolidation, lots 1 & 10 Alpine Village, Tina
- H. Old Business
 - a. 2023 parking plan, Amber
 - b. Sign update, Amber
 - c. Other
- I. New Business
 - a. Consider approval 2023 Business License renewal applications, Alie
 - b. Set public meeting for Raspberry Ridge Café liquor license application
- J. Adjourn

Minutes of the Town of Marble
Regular Meeting of the Board of Trustees
February 2nd, 2023

A. Call to order & roll call of the regular meeting of the Board of Trustees – Mayor Ryan Vinciguerra the meeting to order at 7:06 p.m. Present: Emma Bielski, Larry Good, Amber McMahill, Tony Petrocco and Ryan Vinciguerra. Also present: Ron Leach, Town Administrator; Terry Langley, minutes and Allie Wettstein, administrative assistant.

Ryan announced some agenda changes, moving the parks committee up in the agenda. The minutes reflect the new agenda order.

F. Park Committee report

a. Review organizational process, Emma – Emma asked for this item to discuss the working relationship between the town board and the parks committee and to clarify the decision-making process. Marja O’Conner said that the parks committee acts as an advisory committee. The committee comes to a consensus and then brings recommendations to the town board. Marja said some issues that have come up in their process include term limits and recruiting members. Ryan spoke to the positive aspects and work of the committee, including minutes and having both town board and park representatives at more of each other’s meetings. Emma would like to see the cross representation as a 2023 goal. Emma said she would be presenting some ideas for organizational best practices/flow chart for town entities such as the Marble Board of Trustees, town administrative staff, parks committee and the master planning committee. Emma asked who approves special event permits. Ryan explained that the town administrator approves permits. Ron said that currently the permit requires two signatures: the town administrator and a parks committee member. Ron asked if the board wants a board member signature and the consensus was no. Emma would like more conversation. Larry asked if the event permit application only pertains to parks. Ron explained that the permit is titled “Mill Site Park Application” but there is now the campground and the Children’s Park. Aspen Valley Land Trust (AVLT) owns the property at the Children’s Park but Town has authority in the agreement to regulate activities in the park. Larry asked about permits for events on private property that they had discussed earlier. Ryan said that had been sent to the attorney and they need to pick that back up.

b. Parks Committee Updates, Marja O’Conner – Marja reported that they have been sending out the minutes and will try to have someone at each town meeting. They had started on the master planning process but, since the town is also working on a master plan that could include the parks, they will join with the town. Amber has been working on signs and the park has reviewed the initial layout. They are working on what projects they can work with Roaring Fork Outdoor Volunteers (RFOV) on and hope to have that finalized in May. The dates for the RFOV weekend are June 24 and 25. Ron asked that the town provide free camping spaces to the RFOV on those two nights. Ryan said that Slow Groovin’ has always fed the volunteers. He asked that the town help with some of that expense. Larry Good made a motion that the town donate camping spaces to RFOV on June 24 and 25 and provide from \$150-\$250 to Slow Groovin’ to cover food costs. Amber McMahill seconded. Emma Bielski, Larry Good and Amber McMahill voted yes. Tony Petrocco abstained and Ryan Vinciguerra recused himself. Marja said other projects the parks committee are exploring include the New Year’s bonfire, a town kick ball league, celebrating Earth Day on May 20 and 21. Brad is looking at getting trees and wildflower seeds. The day would include a town cleanup with a pot luck following. They’ve been talking about

fundraising and property acquisition. Monique Villalobos attended the December parks meeting to talk about the Gem & Mineral Show and issues around the permit application, including questions and more information. She will attend the next meeting to finish that process.

d. (Note: change in the agenda order) Discuss plans for 2023 bon fire, Mike Yellico - Mike said that the bonfire that required cleanup was not done by Mike and his "fire committee" nor was it put in the usual spot. They would like stack the wood cleaned out of the park out of the way then go into the park in September to "build" the pile for the fire and then they would clean the site in the Spring. Amber asked if they have done a special events permit. Mike said there had never been one required but they are willing to do that. Amber asked about holding it in another location. Mike spoke to leaving it in the traditional location due to the central location and suggested temporarily moving the woodchips out of the way. Emma spoke to the need for a strong cleanup plan and the positive aspects of bringing people together in the winter. She spoke to the volunteer hours that Mike and Will Handville have spent clearing brush and trees in the park and the fact that the fire is part of what makes Marble unique. Tony said that there needs to be a list of those who are working on it due to liability issues. Larry sees it as a do-it-yourself event rather than a town event but that an event application makes it a town event. He asked about the concern with woodchips. Ryan suggests using the parking lot. He feels that filling out the application is the place to start. Lise Hornbeck said that the parks committee voted unanimously to not allow the bonfire in the Mill Site Park. Sue Blue asked what has to be cleaned up. Mike explained that it was primarily ash, unburned or partially burned material and sometimes nails from pallets. Sue suggested only allowing organic debris (no nails), moving the woodchips aside and holding it in the park. She said the RFOV event could be utilized for cleanup. Brent Compton said that the previous cleanup problem included large logs that had been piled up but not piled and burned. The area is being used more through the summer. The cost for cleanup was around \$5,000. He feels that if this is what the town wants and the proper steps are taken the bonfire could be allowed. Dustin said that he is willing to help with cleanup and feels that there are others in town who would volunteer. Mike repeated that the problem fire was not one the usual committee had anything to do with and there have not been problems with their cleanup of their fires. Ron said it is a town event with town liability and may result in others who want to have large bonfires. Ryan encouraged anyone having bonfires have a permit that the parks committee and town administrator would review and approve. Amber explained that the parks committee created a permit at the request of the board.

c. Update on potential opportunities for the Snowbound property, Brent Compton – Brent explained that the committee looks at sites that might work for parks. The Snowbound property is for sale for \$3.5 million includes Yule Creek, the Crystal River and has 2 ponds. It shares a boundary with the Wetlands Park. Greater Outdoor Colorado (GOCO) told him they could provide 1.5 million and also provides interest free loans. The property is 30 acres with a 4000 sq foot house with several options for use. He has spoken with Aspen Valley Land Trust (AVLT) who is willing to partner or to provide advice. The parks committee is asking if the town is interested in exploring this opportunity. They encouraged contacting Colorado Parks and Wildlife (CPW). The property includes water rights that are currently in a court. Larry asked if Brent had talked to the owners about donating part or reducing the cost and Brent has spoken to the realtor, Jeff Bier, about that. Ron explained that the property includes an eight-acre lake or 40-acre feet, that would probably cover all the augmentation needs for the Crystal River Valley. The town augmentation needs are for ten-acre feet. Ron is willing to work with the committee to explore the possibilities. Emma said she would like to know who is doing the leg work, would fund raising be competing with other fund raising, and what costs would be. She asked if it is appropriate for

parcs committee to pursue land acquisition without including the town. Brent explained that this had come up recently. Ron said the concept deadline for this GoCo grant cycle is today which is why they began work before the town was informed. Dustin asked about the size and the possibility of using part of it for parking. Amber appreciated that the parks committee came with information and possibilities and is in favor of pursuing it. Amber said the property is not officially listed. Ryan encouraged Brent and Ron to continue to pursue it and to come up with some fund-raising ideas. Brent asked if the board thinks he should contact CPW. Ryan encouraged them to do that.

B. Mayor Comments –

a. Discuss letter to Marble Water Company regarding possible acquisition. Ron explained that is still a work product so it will be on the March agenda.

C. Consent Agenda – Emma Bielski made a motion to approve the consent agenda. Larry Good seconded and the motion passed 4-0 with Tony Petrocco abstaining.

- 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. Ron explained that statutes require a motion to reappoint the Town Clerk and Town Attorney. Tony Petrocco made a motion to approve Resolution 2023. Amber McMahill seconded and the motion passed unanimously.

b. Employee evaluation and payroll raises for 2023 – Ron is requesting a formal employee evaluation for himself. It has been two years since Ron has had a resolution and received a raise. He is proposing a 5% raise for other town employees. This has been included in the previously approved budget. Ryan explained that salaries were budgeted at \$108,000 for 2022 and came in at \$105,000. For 2023 salaries are budgeted at \$118,000. Ryan will send out Ron's job description and solicit comments. Larry asked if there had been any changes to Ron's previous job description and Ron said there had not. He went on to say that any future enforcement would require an increase in responsibilities to the town administrator and a change in job description. Emma Bielski made a motion to approve 5% raises, including Ron Leach pending his employee evaluation. Larry Good seconded and the motion passed unanimously. Ron explained that he is the only full-time employee and the remainder are part time and/or seasonal.

c. Consider approval of Mark Chain Consulting LLC Master Plan proposal, Ron - Amber explained that the Department of Local Affairs (DOLA) said the grant means the town cannot contract with a facilitator until 60 days after the town receives the award letter. They also require that the job be put out to bid. She will be meeting with DOLA for clarification. The board can move forward with forming a committee and can pay Mark directly if needed. Emma asked if there was any work that could be done in the meantime. Amber said that she was told the town can hire Mark in the meantime as long as the town doesn't expect to be reimbursed by the grant. Ryan spoke to the grant implications that might result. There are currently two applicants for the committee and this delay might end up being a positive. Amber explained that the town applies for the grant, GOCO awards the grant and sends a contract and then the town can put out an RFP for a facilitator. If we don't have our own

proposal process on how we require in an RFP, we have to default to the state's process, including requiring accepting the lowest bid that meets requirements. Tony said that they can get others' RFPs for a template. Sue spoke to getting one from a similar town. Amber set that the town can set their own requirements such as being familiar with the town. Ryan suggests looking at others' RFPs. Tony and Emma agreed. This will be an agenda item for March.

E. Master Plan Report –

b. Review Master Plan Committee Applications - Alie Wettstein reported that they have applications from Sam Wilke and Sue Blue. Notice of the openings has been in the Echo, the town newsletter and on the Website. Amber suggested posting a flier at every mail box cluster. The deadline date will remain March 2.

a. Discuss Center for Public Lands, GOCO Planning Grant application, Amber – This grant would pay for data collection and reconvening to check in on progress on the Lead King Loop. The Center will write the grant application and provide the matching funds. They are requesting Marble to be the official applicant. Amber McMahill made a motion that we approve the concept paper from the Center for Public Lands to pursue a GOCO planning grant. Larry Good seconded and the motion passed unanimously.

G. Land use issues - none

H. Old Business

a. 2023 parking plan, Amber – Ryan sent the LKL recommendations to the SBA attorney as well as the work that has been done on parking. He has not had a response from the SBA. Amber asked if they do not hear from the SBA, should they proceed with the parking plan/reservation system but keep it free or if they could charge a fee. Ryan said that continuing as is would be his choice. Larry asked if a nominal charge could be considered reimbursement for town expenses rather than a commercial activity. Amber said she believed that Kendall said this would still be considered commercial. Amber asked that this be on the next meeting's agenda.

b. Sign update, Amber – These are for the Colorado Tourism Office (CTO) grant. She would like approval of the overall design concept so that she can send it to CTO for their approval. It does not include the language. She is working with the town of Crystal as well. The board approved the design.

c. Other – I pads are in. Ron will meet with everyone individually for instruction. Emma suggested having user agreements that include who is responsible for such things as damage to the device.

I. New Business

a. Review 2023 Business License applications - Ron sent out the letter and renewal application and has begun getting them back. He feels that there are some that should be discussed before renewal and some that are straight forward.

b. Consider approval of Raspberry Ridge Café business license application – Ryan recused himself and Emma stepped in as Mayor Pro tem. He reported that he and Nial O'Connor have purchased the Inn at Raspberry Ridge. They would like to have some long-term staff housing in the cabin and bungalow and would like to use the lodge rooms for overnight stays. They plan to have grab & go food café-style service in the kitchen and patio area. They have applied with the health

department for a permit. They will not be adding seating or having full table service. There will be a staff of two and will be open from 8:00 am to 2:00 pm seven days a week, and 10.5 months with seasonal closures in April and November. He will do a short-term rental application for the overnight rooms. They also hope to have space for retail items in the sun room. Sue asked about a previous ordinance concerning the number of non-related individuals that can occupy a unit. Ryan said that he understood this had to do with development and they would not be considered a multi-family dwelling.

Liquor license – Ryan explained that this would not be for a bar, but would be for on-site consumption of retail products. Amber asked about the septic system and Ryan explained that it is a 1200-gallon tank with leach field and it was inspected during transfer of ownership. Ryan will be doing further research and planning on such things as parking, water and septic.

Ron will meet with Ryan at the Inn to review and inspect the property. Ryan said it is mixed use zoning. Dustin asked for an anticipated opening date and Ryan said it was a turn-key operation and is currently being advertised. Tony spoke to the need to review the calculations on the septic prior to approving the application. Ryan explained that the septic inspection done as part as the transfer of ownership and it passed. Larry Good made a motion that the business license application be approved pending Ron’s review of necessary documentation. Amber McMahill seconded and the motion passed unanimously. Larry Good made a motion to approve the Raspberry Ridge Café liquor license. Amber McMahill seconded. Tony asked if the neighbors had been notified. Ryan said he had talked to neighbors. Ron said there was a requirement that the owners be fingerprinted but that the license can be approved before the fingerprints are required. Larry Good amended his motion to approve the liquor license pending requirements have been fulfilled. Tony Petrocco seconded and the motion passed unanimously. Ryan stepped back in to his position as Mayor.

J. Adjourn – Ryan Vinciguerra made a motion to adjourn. Emma Bielski seconded and the motion passed unanimously. The meeting adjourned at 9:37 p.m.

Note: Agenda items for March – Marble letter to the Marble Water Company
RFP for Master Planning facilitator
Parking Plan

Respectfully submitted,
Terry Langley

Town of Marble
Deposit Detail-Money Market Fund
February 2023

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
02/03/2023		Deposit	Money Market -1084	18.87
		Deposit	Cigarette Tax	-18.87
TOTAL				-18.87
02/08/2023		Deposit	Money Market -1084	10,470.49
		Deposit	General Sales Tax	-10,470.49
TOTAL				-10,470.49
02/10/2023		Deposit	Money Market -1084	1,963.48
		Deposit	Property Taxes	-1,963.48
TOTAL				-1,963.48
02/21/2023		Deposit	Money Market -1084	809.01
		Deposit	Highway Use Tax (HUTF)	-809.01
TOTAL				-809.01

Town of Marble
Deposit Detail-General Fund
February 2023

Date	Name	Memo	Account	Amount
02/17/2023		Deposit	*General Fund -0240	1,009.99
		D Piffer Co	Business Licenses	-50.00
		Beaver Lake Lodge	Business Licenses	-50.00
		Marble Lodge	Business Licenses	-50.00
		Ridgehouse on West Park	Business Licenses	-50.00
		Connie Hendrix Studio	Business Licenses	-50.00
	Gunnison County	Deposit	Property Taxes	-605.01
	Holy Cross Electric	Deposit	Holy Cross Electric Rebates	-154.98
TOTAL				-1,009.99

Town of Marble
Deposit Detail-Campground Account
January 2023

Date	Name	Memo	Account	Amount
01/31/2023		Deposit	Campground Account -6981	3,776.18
		Deposit	Campground/Store Revenues	-3,475.84
		Deposit	Sales Tax	-300.34
TOTAL				-3,776.18
01/31/2023		Interest	Campground Account -6981	8.14
		Interest	Interest Income	-8.14
TOTAL				-8.14

02/27/23

Town of Marble
Payroll Report
February 27 through March 1, 2023

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Type</u>	<u>Amount</u>
United States Treasury 02/27/2023	E-pay	United States Treasury	Liability Check	-1,375.40
Total United States Treasury				-1,375.40
Alie O Wettstein 03/01/2023	11592	Alie O Wettstein	Paycheck	-1,320.34
03/01/2023	11593	Alie O Wettstein	Paycheck	-1,073.13
Total Alie O Wettstein				-2,393.47
Charles R Manus 03/01/2023	11594	Charles R Manus	Paycheck	-628.36
Total Charles R Manus				-628.36
Richard B Wells 03/01/2023	11595	Richard B Wells	Paycheck	-375.73
Total Richard B Wells				-375.73
Ronald S Leach 03/01/2023	11596	Ronald S Leach	Paycheck	-3,294.92
Total Ronald S Leach				-3,294.92
Theresa A Langley 03/01/2023	11597	Theresa A Langley	Paycheck	-117.09
Total Theresa A Langley				-117.09
TOTAL				-8,184.97

Town of Marble
Check Register
February 2 through March 1, 2023

Num	Date	Amount
Alie Wettstein 11588	03/01/2023	-407.64
CBO Inc. 11589	03/01/2023	-180.00
Daly Property Services, Inc. 11590	03/01/2023	-23,932.50
Law of the Rockies 11599	03/01/2023	-235.00
Marble Water Company 11598	03/01/2023	-50.00
Ragged Enterprises, LLC 11600	03/01/2023	-609.85
United States Treasury E-pay	02/03/2023	-1,421.68
E-pay	02/27/2023	-1,375.40
Valley Garbage Solution, LLC 11591	03/01/2023	-17.46

Town of Marble
Budget vs. Actual
January through December 2023

	Jan - Dec 23	Budget	\$ Over Budget
Income			
Intergovernmental			
Grant Revenue	0.00	12,500.00	-12,500.00
Cigarette Tax	40.94	200.00	-159.06
Colorado Trust Fund	0.00	0.00	0.00
General Sales Tax	16,981.91	164,000.00	-147,018.09
Highway Use Tax (HUTF)	7,369.68	10,000.00	-2,630.32
Mineral Lease Distribution	0.00	2,000.00	-2,000.00
Severance Tax	0.00	5,000.00	-5,000.00
Total Intergovernmental	24,392.53	193,700.00	-169,307.47
Licenses & Permits			
Short term rental Licenses	0.00	500.00	-500.00
Building Permits	0.00	4,000.00	-4,000.00
Business Licenses	250.00	1,200.00	-950.00
Other Licenses & Permits	0.00	500.00	-500.00
Septic Permits	0.00	3,000.00	-3,000.00
Total Licenses & Permits	250.00	9,200.00	-8,950.00
Other Revenue			
Marble Fest	0.00	24,000.00	-24,000.00
Campground/Store Revenues	3,475.84	45,000.00	-41,524.16
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	154.98	500.00	-345.02
Interest Income	16.86	500.00	-483.14
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
Total Other Revenue	3,647.68	117,500.00	-113,852.32
Property Taxes	2,787.85	30,100.00	-27,312.15
Total Income	31,078.06	350,500.00	-319,421.94
Gross Profit	31,078.06	350,500.00	-319,421.94
Expense			
General Government			
Building Maint.	630.00	10,000.00	-9,370.00
Vehicle Expenses	211.93		
Campground Expenses	1,186.72	25,000.00	-23,813.28
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
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	324.00	23,000.00	-22,676.00
Office Expenses	1,259.20	14,000.00	-12,740.80
Parking Program Expenses	0.00	5,000.00	-5,000.00
Recycle Program	17.46	3,000.00	-2,982.54
Treasurers Fees	0.00	500.00	-500.00
Workshop/Travel	407.64	2,000.00	-1,592.36
Total General Government	4,352.95	91,000.00	-86,647.05
Other Purchased Services			
Liability & Worker Comp Insc	5,818.91	7,000.00	-1,181.09
Utilities	297.37	4,000.00	-3,702.63
Total Other Purchased Services	6,116.28	11,000.00	-4,883.72

	Jan - Dec 23	Budget	\$ Over Budget
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			
Audit	0.00	10,000.00	-10,000.00
Engineering-Water Augmentation	0.00	500.00	-500.00
Engineering Services & Insp.	180.00	4,000.00	-3,820.00
Legal - General	1,309.50	20,000.00	-18,690.50
Municipal Court	0.00	1,500.00	-1,500.00
Total Purchased Professional Services	1,489.50	36,000.00	-34,510.50
Roads			
Snow & Ice Removal	23,932.50	30,000.00	-6,067.50
Street Maintenance	0.00	15,000.00	-15,000.00
Total Roads	23,932.50	45,000.00	-21,067.50
Wages & Benefits			
FICA/Medicare	1,728.36	8,000.00	-6,271.64
Total Wages	21,350.01	110,000.00	-88,649.99
Wages & Benefits - Other	0.00	0.00	0.00
Total Wages & Benefits	23,078.37	118,000.00	-94,921.63
Total Expense	58,969.60	321,500.00	-262,530.40
Net Income	-27,891.54	29,000.00	-56,891.54

	<u>% of Budget</u>
Income	
Intergovernmental	
Grant Revenue	0.0%
Cigarette Tax	20.5%
Colorado Trust Fund	0.0%
General Sales Tax	10.4%
Highway Use Tax (HUTF)	73.7%
Mineral Lease Distribution	0.0%
Severance Tax	0.0%
Total Intergovernmental	12.6%
Licenses & Permits	
Short term rental Licenses	0.0%
Building Permits	0.0%
Business Licenses	20.8%
Other Licenses & Permits	0.0%
Septic Permits	0.0%
Total Licenses & Permits	2.7%
Other Revenue	
Marble Fest	0.0%
Campground/Store Revenues	7.7%
CSQ Lease Agreement	0.0%
CSQ Maintenance Payments	0.0%
Donations	0.0%
Holy Cross Electric Rebates	31.0%
Interest Income	3.4%
Lead King Loop Project	0.0%
Non-Specified	0.0%
Parking Program Revenue	0.0%
SGB Lease Agreement	0.0%
Transfers (In) Out	0.0%
Total Other Revenue	3.1%
Property Taxes	9.3%
Total Income	8.9%
Gross Profit	8.9%
Expense	
General Government	
Building Maint.	6.3%
Vehicle Expenses	
Campground Expenses	4.7%
Church Rent	0.0%
Civic Engagement Fund	0.0%
Dues & Subscriptions	63.2%
Lead King Loop Project	0.0%
Legal Publication	0.0%
Marble Fest Expense	1.4%
Office Expenses	9.0%
Parking Program Expenses	0.0%
Recycle Program	0.6%
Treasurers Fees	0.0%
Workshop/Travel	20.4%
Total General Government	4.8%
Other Purchased Services	
Liability & Worker Comp Insc	83.1%
Utilities	7.4%
Total Other Purchased Services	55.6%

	<u>% of Budget</u>
Park Fund Expenses	
Maintenance - Park Fund	0.0%
Park Fund Expenses - Other	0.0%
Total Park Fund Expenses	0.0%
Purchased Professional Services	
Audit	0.0%
Engineering-Water Augmentation	0.0%
Engineering Services & Insp.	4.5%
Legal - General	6.5%
Municipal Court	0.0%
Total Purchased Professional Services	4.1%
Roads	
Snow & Ice Removal	79.8%
Street Maintenance	0.0%
Total Roads	53.2%
Wages & Benefits	
FICA/Medicare	21.6%
Total Wages	19.4%
Wages & Benefits - Other	0.0%
Total Wages & Benefits	19.6%
Total Expense	18.3%
Net Income	-96.2%

Wild & Scenic Rivers FAQ

A Wild and Scenic River designation conserves the special character of rivers, while also recognizing the potential for other appropriate uses and development. It encourages river management that crosses political boundaries and promotes public participation in developing goals for river protection.

The National Wild and Scenic Rivers Act of 1968 (PL 90-542:16 USC 1271-1287, as amended) is designed to preserve certain rivers and streams with outstanding natural, heritage, or recreational features in a free-flowing condition for the enjoyment of present and future generations. There is one designated National Wild and Scenic River in Colorado, the Cache la Poudre, which was designated in 1986. The White River National Forest's eligibility study determined the upper 39 miles of the main stem of the Crystal River, from the headwaters to the Sweet Jessup irrigation canal, as eligible for inclusion in the wild and scenic river system. The outstandingly remarkable values as determined by the Forest Service on the Crystal River are scenery, historic, and recreational values.¹

Why did Congress pass the Wild and Scenic Rivers Act?

Congress passed the Wild and Scenic Rivers Act at the height of the modern dam-building era in order to ensure that the construction of new dams is balanced with the protection of select free-flowing rivers that possess nationally significant values.

As of March 2019, the National System protects 13,413 miles of 226 rivers in 41 states and the Commonwealth of Puerto Rico; this is less than one half of one percent of the nation's rivers. By comparison, more than 75,000 large dams across the country have modified at least 600,000 miles, or about 17% (possibly more than 20% – figures are best estimates), of American rivers.

What is the benefit of a wild and scenic river designation?

Benefits may include, but are not limited to, protection of the river in its free-flowing condition and protection and enhancement of water quality and the outstandingly remarkable values that merit designation. Outstandingly remarkable values must be related to the river or its immediate environment. Other similar values may also be considered.²

Research indicates that property values remain stable or increase on designated rivers. This is often tied to the protection and enhancement of scenery, other aesthetic values and water quality.³ Additionally, the designation of a Wild and Scenic River authorizes federal funds to assist states, local governments, landowners, and individuals in the planning, protection, and management of Wild and Scenic Rivers.⁴

¹ United States Department of Agriculture Forest Service Rocky Mountain Region. 2002. *Land Resource and Management Plan. Appendix F Wild and scenic river eligibility.* White River National Forest

² 16 U.S.C. § 1271.

³ <https://www.rivers.gov/documents/q-a.pdf>.

⁴ The Congressional Research Service, *Wild and Scenic Rivers: Designation, Management, and Funding* (28 August 2019) available at <https://fas.org/sgp/crs/misc/R45890.pdf> at 11.

Designation of federal lands adjacent to private lands does not provide permission for the public to access or use the private lands in any way. Public use of private lands remains at the sole discretion of the private landowner.

Does the Wild and Scenic Rivers Act restrict development on private lands within designated river corridors?

No. Under the act, the federal government has no authority to regulate or zone private lands. Land use controls on private lands are solely a matter of state and local zoning. Although the act includes provisions encouraging the protection of river values through state and local land use planning, there are no binding provisions on local governments. In the absence of state or local river protection provisions, the federal government may seek to protect values by providing technical assistance, entering into agreements with landowners and/or through the purchase of easements, exchanges or voluntary purchase of private lands.

How does Wild and Scenic designation affect water rights?

Wild and Scenic designation has no effect on existing valid water rights or interstate water compacts. River designation does not supersede existing, valid water rights. While the Wild and Scenic Rivers Act may assert a federal water right for a wild and scenic river (affirmed by the Idaho Supreme Court in 2000), the appropriation, adjudication, and exercise of such a right is controlled by state water law and procedure through water courts and state water administration. Any water rights would remain a property right whose owner can use as they wish before or after designation including for mining reclamation or water treatment purposes. However, federal reserve water rights are not always associated with a Wild and Scenic designation, especially when more appropriate means exist (e.g., state water right).⁸

Does WSR designation affect existing diversions and irrigation?

Existing irrigation systems and other water development facilities are not affected. Alterations to existing systems and new water projects that require a federal permit are allowed as long as they do not have a direct and adverse effect on the identified outstandingly remarkable values of the river.

Does WSR designation affect mining and mineral development?

Valid existing rights (i.e., claims and leases) remain in effect and related activities are allowed subject to regulations that minimize surface disturbance, water sedimentation, pollution, and visual impairment. Federal lands within segments classified as scenic or recreational are not withdrawn from the mining and mineral leasing laws, so filing of new mining claims or mineral leases is allowed subject to reasonable access and regulations that minimize the factors mentioned above. For federal lands within river segments classified as wild, no new mining claims or mineral leases can be granted.⁹

⁸ The Congressional Research Service, *The Wild and Scenic Rivers Act and Federal Water Rights* (9 January 2009) available at <https://www.rivers.gov/documents/crs-water-rights-2009.pdf> at 2.

⁹ Coordinating Council FAQ at 46-47.

How are rivers added to the National Wild and Scenic Rivers System?

Typically, a river becomes Wild and Scenic first by being categorized as “eligible” for designation by the appropriate land management agency (Forest Service, Bureau of Land Management, etc.), although Congress has designated rivers that were not previously found eligible for protection. Any section of river that is free-flowing and possesses one or more “outstandingly remarkable values” can be found eligible for Wild and Scenic designation. Rivers can be added to the National Wild and Scenic Rivers System in one of two ways. The most common way is for Congress to pass Wild and Scenic legislation that is signed into law by the president. The less traditional way is for the governor of a state to petition the secretary of the interior to add a river to the system. In either process however, strong local support is deeply important,

When a river segment is designated, how is the segment defined and what area does it include?

The segment includes the river itself and a “river corridor” which includes land on either side of the river, starting from the ordinary high-water mark.⁵ Some segments and corridors do not include any land other than federally managed land. Private or state land, for example, is not subject to wild and scenic management.

Corridor boundaries are established to protect the free-flowing condition, water quality, and outstandingly remarkable values for which the segment was designated. Generally, the corridor width for designated rivers is an average of 320 acres per mile, or approximately one-quarter of a mile on each side of the river. Boundaries may be wider or narrower but are not to exceed the 320-acre average per mile per Section 3(b) of the Wild and Scenic Rivers Act without approval by Congress.⁶

Are there effects of WSR designation on private landowners within a river corridor?

Under the Act, designation neither gives nor implies government control of private lands within the river corridor, whether or not private land is included within the legislated boundaries. Although many rivers already designated include private lands within the boundaries of the river corridor, management practices only apply to federal lands. Put simply, under the Act, the federal government has no authority to regulate private lands. People living within a river corridor may use their private property with the same flexibility as they had before designation.⁷ Federal permits or reviews are occasionally required under specific circumstances for certain activities undertaken on private land. WSR designation does not change or expand the set of conditions under which federal permits or reviews may be required.

⁵ 16 U.S.C. § 1274-1275.

⁶ 16 U.S.C. § 1274.

⁷ The Congressional Research Service, *The National Wild and Scenic Rivers System; A Brief Overview*, R42614 (22 September 2015); see also Interagency Wild and Scenic River Coordinating Council, *Questions & Answers on Wild and Scenic Rivers*, (6 July 2018) (“Coordinating Council FAQ”) available at <https://www.rivers.gov/documents/q-a.pdf>. FAQ at 33.

Marble Parks Committee Meeting Minutes

Date: February 6th, 2023 at 6:00 PM

In Attendance: Brent Compton, Lise Leach, Ron Leach, Marja O'Connor, Amy Rusby

Guests In Attendance: Alie Wettstein

Agenda:

Monthly Town of Marble Meeting:

- Who is available to attend next month's meeting? Marja will attend the March 2nd meeting
- Document the Scope of the Parks Committee - ***DRAFT (would like the town council to weigh in on this- Please add items that the council would like included in the Parks Committee Scope***
 - Marble Parks and Open Spaces:
 - Millsite Park
 - Marble Children's Park
 - Smith Park
 - Marble Campground
 - Any new town park or open space acquisitions

(The intent is to be clear on what the Parks Committee is responsible for and what the Town of Marble is responsible for- Helps to avoid any conflicts of interest for the committee):

What the Parks Committee will be responsible for:

- Look for volunteers to help with park projects
 - Recruit, train and maintain volunteers
 - Facilitate and supervise park improvements/projects (i.e. trails, etc.)
- Determine best use of donations that has been given for the parks in alignment with the Town of Marble Master Plan
- Present recommendations to the town council on projects and improve our public spaces based on the expressed interests of local residents in keeping with the Town of Marble Master Plan
- Present to the town council any grants to be pursued/written; and with their help identify what individuals are committed to doing this per situation
- Indicate in Parks Committee meeting minutes any financial decisions and/or votes
- Financial expenses are discussed with the Town Administrator
- Review Park Special Use Permits and inform town council of approved permits

What the town council or town administrator is responsible for:

- Review Award contractors for the town parks and open spaces
- Hire town employees
- Review contract bids
- Other items

Town Website for Parks Committee: The committee agreed to add to the parks section of the website the "scope" document once it is finalized; update committee members; update park

projects; add thank you to volunteers that help with the parks; it was discussed to add park events to the Marble Event Calendar (i.e. RFOV weekend, Gems and Minerals Event, etc.); put a link to the town newsletter and a link to the Park Special Use Permit directly on the Parks page.

Each committee member will write something about our parks to be added to the website:

Marja- RFOV weekend

Brent- Parks description and Marble Fest

Richard- Grooming and Campground

Amy- Children's Park

Marja sending Alie the Park Special Use Permit

RFOV Weekend 6/24-6/25

Projects: Note- Continuing to brainstorm

Millsite Park- Noxious weed removal; fire mitigation (removing/thinning dead/unnecessary brush, limbs, piles); dig out metal posts in concrete (remainder of fence project)

Noxious weed control at wetlands

Jeep Tours for RFOV weekend: TBD

Millsite Trails:

Create map of trails to include the disc golf course; Get an aerial photo of the Millsite Park to map out the trails

Parking Lot Items:

Kickball: Implement a kickball league in August and September as a Parks and Recreation initiative; 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 plant donations; Make a town/park clean-up day (i.e. time with town dumpsters) with a potluck

Snowbound Acquisition: Ron and Brent have been given the "yellow" light from the town council to research and report possibilities to move forward.

March agenda:

Monique Villalobos to update the committee on the Gems and Minerals event Parks Special Use Permit

Next Meeting: Monday, March 6th, 2023

Adjourned: 7:59 PM

February 27, 2023

Patsy Smith
Dustin Wilkey
Samantha Smith Wilkey
575 West Park Street
Marble, CO 81623

Town of Marble Town Council
c/o Ron Leach, Town Administrator
Marble, Colorado 81623

RE: Zoning Change and Public Hearing Request
575 West Park Street, Marble, CO 81623
Lots 4 & 5, Block 3, Marble Ski Area, Filing No. 1, County of Gunnison, State of Colorado

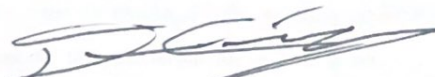
Marble Town Council,

We are asking for a change of zoning at 575 West Park Street from residential to business and to be put on the April 2023 agenda for a Public Hearing.

Thank you for your consideration.

Sincerely,


Patsy Smith


Dustin Wilkey


Samantha Smith Wilkey

SPECIAL WARRANTY DEED

THIS DEED, made this 19 day of October, 2022, between

GLENN A. SMITH AND PATSY M. SMITH

whose address is ,575 West Park Street, Marble CO 81623, GRANTOR(S), and

GLENN A. SMITH AND PATSY M. SMITH AND SAMANTHA WILKEY AND DUSTIN WILKEY

whose address is 575 West Park Street, Marble CO 81623, GRANTEE(S):

WITNESS, that the grantor(s), for and in consideration of the sum of no Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee(s), grantee's heirs and assigns forever, not in tenancy in common but **IN JOINT TENANCY**, all the real property, together with improvements, if any, situate, lying and being in the County of Gunnison and State of Colorado, described as follows:

Lots 4 and 5, Block 3
Marble Ski Area, Filing No.1,
County of Gunnison, State of Colorado


also known by street and number as: **575 West Park Street, Marble, CO 81623**

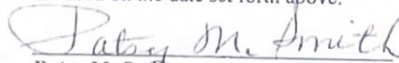
TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appurtenant, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, grantee's heirs and assigns forever. The grantor(s), for the grantor, grantor's heirs, and personal representatives or successors, does covenant and agree that grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, grantee's heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under the grantor, except for general taxes for the current and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any; subject to Statutory Exceptions as defined in C.R.S. §38-30-113, Revised.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.


Glenn A. Smith

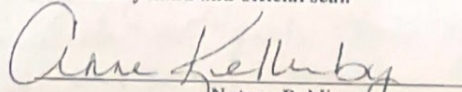

Patsy M. Smith

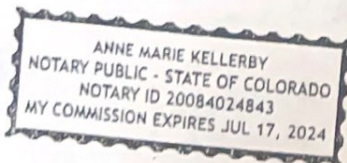
STATE OF: Colorado
COUNTY OF: Gunnison

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 19 day of October, 2022 by Glenn A. Smith and Patsy M. Smith.

My Commission expires:

Witness my hand and official seal.


Notary Public



Jones
615 West Park St
Marble, CO

7/2/22

Dear Town of Marble Board Members, and
other interested parties,

I want to thank you for all your hard
work in making this community one I am proud
to live in. I know your work is not easy
but my deepest thanks to you. You hear much
from those with grievances and much less
from the many of us who are appreciative of
the democratic and fair way that this town
handles issues.

I am writing in support of my next
door neighbors and the jeep tour home business
that they plan to run from their home + property.
The jeep tours monitor the Lead King loop area
and are helpful to anyone who has problems
on the trail. They keep strangers from trying to
take their own vehicles on the trail. They
monitor safety issues and know the trails well.
They limit traffic in town as well as on the
trails because they are situated near the
edge of town and have their own parking
area. The jeep tours have been run out of
this community for over 70 years and have
always been of great help to the community.
I cannot think of any reason to object
to their plan. I do not feel their business will
affect my life in any way, nor does the gallery
cross the street.

I would like to see my neighbors succeed.
They are helpful, honest people who belong in a
community where we all help each other.

Sincerely,
Mary Ellen Jones

STATE OF COLORADO

CERTIFICATION OF VITAL RECORD

CERTIFICATE OF DEATH

STATE FILE NUMBER 1052022040250

DECEDENT'S LEGAL NAME GLENN ALVIN SMITH				DATE OF DEATH NOVEMBER 09, 2022			
SEX MALE	SOCIAL SECURITY NUMBER 523-70-3806	AGE-Last Birthday (Years) 73	UNDER 1 YEAR Months: _____ Days: _____	UNDER 1 DAY Hours: _____ Minutes: _____	DATE OF BIRTH (Mo/Day/Yr) SEPTEMBER 11, 1949	BIRTHPLACE (State or Foreign Country) COLORADO	
IF DEATH OCCURRED IN HOSPITAL			IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL DECEDENT'S HOME				
Facility Name (if not institution, give street & number) 21 RAMPART PLACE			CITY, TOWN OR LOCATION OF DEATH BATTLEMENT MESA		COUNTY OF DEATH GARFIELD		
RESIDENCE - STREET AND NUMBER 21 RAMPART PLACE				APT NO	ZIP CODE 81635	INSIDE CITY LIMITS YES	
RESIDENCE STATE COLORADO			COUNTY GARFIELD		CITY OR TOWN BATTLEMENT MESA		
DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) GENERAL SERVICES OFFICER-US STATE DEPARTMENT				KIND OF BUSINESS/INDUSTRY UNITED STATES GOVERNMENT		DECEDENT'S EDUCATION BACHELOR'S DEGREE	
DECEDENT OF HISPANIC ORIGIN NO				DECEDENT'S RACE White			
EVER IN US ARMED FORCES YES	MARITAL STATUS AT TIME OF DEATH MARRIED		SPOUSE/PARTNER NAME (if wife give name prior to first marriage) PATSY M. BUTTLER				
FATHER'S NAME GEORGE SMITH			MOTHER'S NAME PRIOR TO FIRST MARRIAGE LOLITA WESTLAKE				
INFORMANT'S NAME PATSY M. SMITH			INFORMANT'S RELATIONSHIP TO DECEASED SPOUSE				
NAME OF FUNERAL HOME FARNUM-HOLT FUNERAL HOME			CITY AND STATE OF FUNERAL HOME GLENWOOD SPRINGS COLORADO		WAS CORONER NOTIFIED NO		
METHOD OF DISPOSITION CREMATION		PLACE OF DISPOSITION WESTERN SLOPE CREMATORY			LOCATION - CITY, COUNTY, STATE GLENWOOD SPRINGS GARFIELD COLORADO		
INJURY AT WORK	IF TRANSPORTATION RELATED, SPECIFY		DATE OF INJURY		TIME OF INJURY		
PLACE OF INJURY							
LOCATION OF INJURY (Street & Number, Apt. No., City or Town, County, State, Zip Code)							
DESCRIBE HOW INJURY OCCURRED							
WAS DECEDENT UNDER HOSPICE CARE YES		ACTUAL OR PRESUMED TIME OF DEATH PRESUMED 10 18 AM		DATE PRONOUNCED DEAD (MO/DAY/YR) NOVEMBER 09, 2022		TIME PRONOUNCED DEAD 10 40 AM	
MANNER OF DEATH NATURAL			WAS AN AUTOPSY PERFORMED NO		WERE AUTOPSY FINDINGS CONSIDERED IN DETERMINING THE CAUSE OF DEATH?		
CAUSE OF DEATH							
PART I:		Enter the chain of events - diseases, injuries, or complications that directly caused the death.				Approximate interval Onset to death	
IMMEDIATE CAUSE (Final disease or condition resulting in death)		a. COMPLICATIONS OF SYSTOLIC HEART FAILURE				YEARS	
		b. ISCHEMIC CARDIOMYOPATHY				YEARS	
		c. CORONARY ARTERY DISEASE				YEARS	
		d.				YEARS	
Sequentially list conditions, if any leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death)							
PART II: Enter other significant conditions contributing to death, but not resulting in the underlying cause given in PART I							
TITLE, NAME, ADDRESS, ZIP CODE AND COUNTY OF PHYSICIAN HEIDI N MARLIN MD, 195 STAFFORD LANE DELTA CO 81416					DATE SIGNED NOVEMBER 15, 2022		
TITLE, NAME, ADDRESS, ZIP CODE AND COUNTY OF CORONER					DATE SIGNED		
DATE FILED BY REGISTRAR NOVEMBER 16, 2022							

DATE ISSUED **NOVEMBER 17, 2022**

THIS IS A TRUE CERTIFICATION OF NAME AND FACTS AS RECORDED IN THIS OFFICE. Do not accept unless prepared on security paper with engraved border displaying the Colorado state seal and signature of the Registrar. PENALTY BY LAW, Section 25-2-118, Colorado Revised Statutes, 1982, if a person alters, uses, attempts to use or furnishes to another for deceptive use any vital statistics record, NOT VALID IF PHOTOCOPIED.

Alex Quintana
A. ALEX QUINTANA
STATE REGISTRAR



ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Colorado.gov



COLORADO
Department of
Regulatory Agencies
Public Utilities Commission




Permit Information


Owner(s) Smittys Willys, Inc.
Company Name Crystal River Jeep Tours

Address 407 W Main ST
Marble, CO 81623
Phone Number 970.963.1991
Fax Number

Permit Number ORC-00214
Permit Type Off-Road Charter
Permit Status Active
Permit Issue Date 05/30/2012

NOTE - A carrier whose permit status is indicated as "Show Cause" means either (1) that the carriers insurance coverage may be cancelled in the future, or (2) that the carriers insurance coverage may already have been cancelled. "Show Cause" does not necessarily mean that the carriers authority or registration has been or will be revoked. Questions regarding a specific carrier should be directed to the PUCs Operating Rights unit at 303.894.2000 (select option 4), or toll-free within Colorado at 800.888.0170 (select option 4).

 [Return to Colorado Public Utilities Commission - Search Disclaimer](#)

 [Search for Permits registered with the Public Utilities Commission](#)

1560 Broadway, Suite 250, Denver, CO 80202 Email
(303) 894-2000 - Phone (800) 888-0170 - Permits and Insurance (800) 456-0858 - Consumer Assistance (303) 894-2065 - Fax

February 1, 2023 To: Marble Town Council

From : Aaron M. Smith & Christine (Tina) F. Smith

Re: Lot Line consolidation for:

Lots 1 and 10, Alpine Woods Village, owned by Aaron M. Smith and Christine F. Smith

We respectfully request a vote on our application for a lot consolidation, shown on the attached plat.

The application meets the requirements of Section 7.8-20 and Ordinance 2017-2.

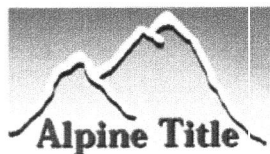
In addition to the plat submitted with this letter, Ron Leach has received both deeds on lots 1 and 10, certifications from Gunnison County for each lot that all real property taxes have been paid up to this year, the application fee, the notarized letter of agreement about covering the expenses and the deeds showing ownership that are registered with Gunnison County.

We are making this request for the following reasons:

We would like to combine the two lots and remove the lot line between lot 1 and lot 10 to build a 835 square foot home on lot 1 and run a septic line to a holding tank and leach field on lot 10.

Thank you for you consideration,

Aaron M. Smith and Christine F. Smith
73 Juniper Court
Marble Colorado 81623
970-485-3288
970-485-3289



219 N. Iowa Street, Unit C
Gunnison, CO 81230
Phone: 970-641-4600/970-641-4600
Fax: 866-689-9558

OWNERSHIP AND ENCUMBRANCE REPORT

To: Christine Smith
marbleledge@gmail.com

ACCORDING TO THE INDICES OF THE CLERK AND RECORDER OF Gunnison,
STATE OF COLORADO; EFFECTIVE AS OF January 20, 2023 AT 8:00 am,
RELATIVE TO THE FOLLOWING REAL PROPERTY:

Parcel A:

Lot 1A, Amended Plat of Lots 1, 7, 8, 9 & 10 ALPINE WOODS VILLAGE, according to the official plat thereof recorded July 21, 2017 at Reception No. 647792, County of Gunnison, State of Colorado.

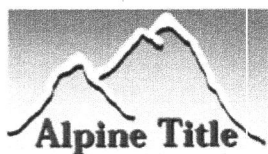
Parcel B:

Lot 10A, Amended Plat of Lots 1, 7, 8, 9 & 10 ALPINE WOODS VILLAGE, according to the official plat thereof recorded July 21, 2017 at Reception No. 647792, County of Gunnison, State of Colorado.

THE RECORDED OWNER OF SAID PROPERTY IS:

Aaron M Smith and Christine F Smith, as to Parcel A
and Aaron Smith and Christine F Smith, as to Parcel B

Attached hereto and made a part hereof is a list of all documents of record in said counties which purport to affect said property prior to January 20, 2023 at 8am, EXCEPT all documents and information regarding real estate taxes.



271 South Townsend, Unit C-1

Phone: 970-728-9680

Gold Dust Crossing

Fax: 970-728-9708

PO Box 4158

email: closing@alpinetitle.com

Telluride, CO 81435

www.alpinetitle.com

Dated:

January 25, 2023

A handwritten signature in black ink, appearing to be "M. A. L.", written over a horizontal line.

Authorized Signature

No representation is made or implied as to the validity or sufficiency of any document, nor have any documents been examined for exceptions, reservations, or other covenants or conditions affecting Title. This report does not constitute a title insurance binder and is given for informational purposes only. Therefore the liability hereunder is limited to charges paid for this information.

Property Report

Effective Date: January 20, 2023 at 8:00 am

Property Address: 5590 County Road 3 and 37 Lichen Court, Marble, CO 81623

Mailing Address: 73 Juniper Ct, Marble, CO 81623

Legal Description:

Parcel A:

Lot 1A, Amended Plat of Lots 1, 7, 8, 9 & 10 ALPINE WOODS VILLAGE, according to the official plat thereof recorded July 21, 2017 at Reception No. 647792, County of Gunnison, State of Colorado.

Parcel B:

Lot 10A, Amended Plat of Lots 1, 7, 8, 9 & 10 ALPINE WOODS VILLAGE, according to the official plat thereof recorded July 21, 2017 at Reception No. 647792, County of Gunnison, State of Colorado.

Parcel A:

Actual (total) value:

Assessed Value: \$ 5,190
Mill Levy: 70.974
Land: \$ 74,670
Improvements: NA
Total: \$ 74,670

Parcel Identification No.:

Parcel No. : 2917-262-24-014/R072787

Warranty Deed Information:

Recorded: August 31, 2018
Dated: August 17, 2018
Reception No. 655600
Grantor: Maxwell F. Taylor and Carletta Johnson Taylor
Grantee: Aaron M. Smith and Christine F. Smith

LIENS OF RECORD:

N/A

Parcel B:**Actual (total) value:**

Assessed Value: \$ 5,190
Mill Levy: 70.974
Land: \$ 74,670
Improvements: NA
Total: \$ 74, 670

Parcel Identification No.:

Parcel No. : 2917-263-07-005/R072787

Warranty Deed Information:

Recorded: August 31, 2018
Dated: August 17, 2018
Reception No. 655598
Grantor: Maxwell F. Taylor and Carletta Johnson Taylor
Grantee: Aaron Smith and Christine F. Smith

LIENS OF RECORD:

N/A

ccETInvestTMP1796421.pdf

655598 8/31/2018 1:43:40 PM Page 1 of 1
Kathy Simillion Gunnison County, CO
R: \$25.50 D: 12.50 eRecorded

WARRANTY DEED

THIS DEED, made this 17th day of August, 2018, between

MAXWELL F. TAYLOR AND CARLETTA JOHNSON TAYLOR

whose address is 1555 Gold Camp Road, Colorado Springs, CO 80906-5864, GRANTOR(S), and

AARON SMITH AND CHRISTINE F. SMITH

whose address is PO Box 918, Georgetown, CO 80444, GRANTEE(S):

WITNESS, that the grantor(s), for and in consideration of the sum of ONE HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$125,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, grantee's heirs and assigns forever, not in tenancy in common but IN JOINT TENANCY, all the real property, together with improvements, if any, situate, lying and being in the County of Gunnison and State of Colorado, described as follows:

Lot 10A, Amended Plat of Lots 1, 7, 8, 9 & 10 ALPINE WOODS VILLAGE, according to the official plat thereof recorded July 21, 2017 at Reception No. 647792, County of Gunnison, State of Colorado.

also known by street and number as: 37 Lichen Court, Marble, CO 81623

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appurtenant, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, grantee's heirs and assigns forever. The grantor, for the grantor, grantor's heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, grantee's heirs and assigns, that at the time of the enrolling and delivery of these presents, grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes for the current and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, grantee's heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Maxwell F. Taylor
Maxwell F. Taylor

Carletta Johnson Taylor
Carletta Johnson Taylor



State of Colorado }
County of El Paso } §

The foregoing instrument was acknowledged, subscribed and sworn to before me this 17th day of August, 2018 by Maxwell F. Taylor and Carletta Johnson Taylor

My Commission Expires: October 10, 2020

Witness my Hand and Official Seal
[Signature]

ccETInvestTMP1796420.pdf

655600 8/31/2018 1:46:19 PM Page 1 of 1
Kathy Simillion Gunnison County, CO
R: \$20.50 D: 7.50 eRecorded

WARRANTY DEED

THIS DEED, made this 31st / 18 day of August, 2018, between

MAXWELL F. TAYLOR AND CARLETTA JOHNSON TAYLOR

whose address is 1555 Gold Camp Road, Colorado Springs, CO 80906-5864, GRANTOR(S), and

AARON M. SMITH AND CHRISTINE F. SMITH

whose address is PO Box 918, Georgetown, CO 80444, GRANTEE(S):

WITNESS, that the grantor(s), for and in consideration of the sum of SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, grantee's heirs and assigns forever, not in tenancy in common but IN JOINT TENANCY, all the real property, together with improvements, if any, situate, lying and being in the County of Gunnison and State of Colorado, described as follows:

Lot 1A, Amended Plat of Lots 1, 7, 8, 9 & 10 ALPINE WOODS VILLAGE, according to the official plat thereof recorded July 21, 2017 at Reception No. 647792, County of Gunnison, State of Colorado.

also known by street and number as: 5590 County Road 3, Marble, CO 81623

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appurtenant, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, grantee's heirs and assigns forever. The grantor, for the grantor, grantor's heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, grantee's heirs and assigns, that at the time of the ensembling and delivery of these presents, grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes for the current and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.

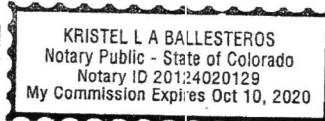
The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, grantee's heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Maxwell F. Taylor
Maxwell F. Taylor

Carletta Johnson Taylor
Carletta Johnson Taylor



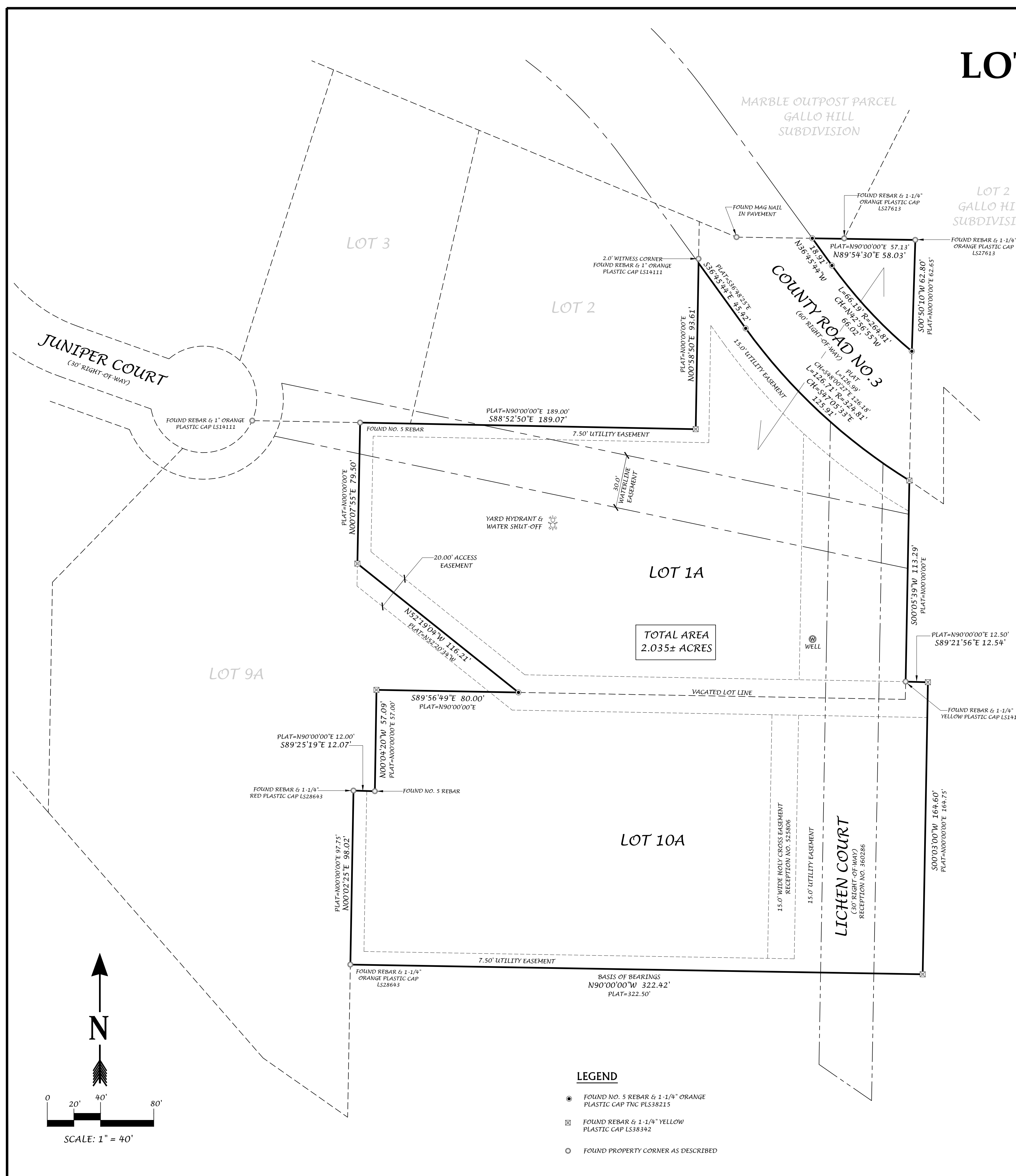
State of Colorado)
County of El Paso) §

The foregoing instrument was acknowledged, subscribed and sworn to before me this 17th day of August, 2018 by Maxwell F. Taylor and Carletta Johnson Taylor

My Commission Expires: October 10, 2020

Witness my Hand and Official Seal
Kristel L A Ballesteros
Notary Public

SECOND AMENDED PLAT OF
LOT 1A & 10A-ALPINE WOODS VILLAGE
 LOT CONSOLIDATION PLAT
 SECTION 26, TOWNSHIP 11 SOUTH, RANGE 87 WEST OF THE 6TH PM
 TOWN OF MARBLE, COUNTY OF GUNNISON, STATE OF COLORADO



ATTORNEY'S OPINION

I, ERIC J. GROSS AN ATTORNEY AT LAW DULY LICENSED TO PRACTICE IN THE STATE OF COLORADO, HEREBY CERTIFY THAT I HAVE EXAMINED TITLE TO ALL LANDS HEREIN DEDICATED AND SUBDIVIDED. SUCH TITLE IS VESTED IN CHRISTINE F. SMITH AND AARON M. SMITH AND IS FREE AND CLEAR OF ALL LIENS, DEFECTS, ENCUMBRANCES, RESTRICTIONS AND RESERVATIONS EXCEPT AS SHOWN IN WESTCOR LAND TITLE INSURANCE COMPANY COMMITMENT NO. 3724CEA-C2 DATED: JANUARY 20, 2023.

DATED THIS _____ DAY OF _____, A.D., 2023.

BY: ERIC J. GROSS, ATTORNEY P.C.
 PO BOX 608
 CARBONDALE, CO 81623

SCHEDULE B-PART II TITLE EXCEPTIONS

WESTCOR LAND TITLE INSURANCE COMPANY COMMITMENT NO. 3724CEA-C2 DATED: JANUARY 20, 2023.

EXCEPTIONS 1 THROUGH 8 ARE STANDARD TITLE EXCEPTIONS.

9) THE FOLLOWING RESERVATIONS AS CONTAINED IN THE UNITED STATES PATENT RECORDED JULY 26, 1897 IN BOOK 101 AT PAGE 165 (A) THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AS PROVIDED BY LAW. (B) A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AFFECTS THE SUBJECT PROPERTY.

10) RESERVATION OF ALL MINERALS AND MINERAL RIGHTS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME, AS SET FORTH IN DEED RECORDED MAY 17, 1951 IN BOOK 269 PAGE 395 AND THE DEED RECORDED MARCH 16, 1953 IN BOOK 269 AT PAGE 474. AFFECTS THE SUBJECT PROPERTY.

11) EASEMENTS, NOTES, RESERVATIONS AND RECITALS AS SET FORTH ON THE PLAT OF ALPINE WOODS VILLAGE RECORDED JULY 14, 1981 AT RECEPTION NO. 360286 AND AMENDED PLAT OF LOTS 1, 7, 8, 9 & 10, ALPINE WOODS VILLAGE RECORDED JULY 21, 2017 AT RECEPTION NO. 647792. AFFECTS THE SUBJECT PROPERTY.

12) COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, RESERVATIONS AND LIEN RIGHTS, AS SET FORTH IN INSTRUMENT RECORDED JULY 14, 1981 IN BOOK 568 AT PAGE 332. AFFECTS THE SUBJECT PROPERTY.

13) THE RIGHT OF THE OWNER OF LOT 9 TO USE AND SHARE A 900 SQUARE FOOT AREA OF LOT 10 ALONG THE WEST BOUNDARY LINE WHICH SHALL NOT BE MORE THAN 25 FEET IN AN EASTERLY DIRECTION INTO SAID LOT 10, AND NOT MORE THAN 50 FEET IN A NORTH-SOUTH DIRECTION, AS GRANTED IN WARRANTY DEED FROM MOUNTAIN VIEW INN ASSOCIATES TO L. DALE LOPPER RECORDED APRIL 10, 1990 IN BOOK 677 AT PAGE 89. AFFECTS LOT 10, HOWEVER THE EXACT LOCATION OF AREA IS NOT DEFINED WITHIN LOT 10.

14) TERMS AND CONDITIONS AS SET FORTH IN RIGHT OF WAY EASEMENT CONVEYED TO HOLY CROSS ENERGY IN INSTRUMENT RECORDED NOVEMBER 19, 2002 AT RECEPTION NO. 525806 AND IN CONTRACT FOR ELECTRIC SERVICE WITH HOLY CROSS ENERGY IN INSTRUMENT RECORDED DECEMBER 23, 2002 AT RECEPTION NO. 526839. AFFECTS LOT 10 AND IS SHOWN HEREON.

15) TERMS AND CONDITIONS AS SET FORTH IN TOWN OF MARBLE ORDINANCE NO. 6 ANNEXING LOTS 7 AND 8, ALPINE WOODS VILLAGE SUBDIVISION TO THE TOWN OF MARBLE, COLORADO RECORDED JULY 22, 2014 AT RECEPTION NO. 627908. DOES NOT AFFECT THE SUBJECT PROPERTY.

16) ANY AND ALL RIGHTS OF WAY FOR LICKEN COURT AS SHOWN HEREON.

NOTES:

- BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF N90°00'00"W ALONG THE SOUTH LINE OF LOT 10A BETWEEN A FOUND REBAR & 1-1/4" YELLOW PLASTIC CAP L538342 AND A FOUND REBAR & 1-1/4" ORANGE PLASTIC CAP L528643 AS SHOWN HEREON.
- DATE OF FIELD SURVEY: JUNE 20, 2022.
- LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
- THIS SURVEY IS BASED ON THE AMENDED PLAT OF ALPINE WOODS VILLAGE RECORDED JULY 21, 2017 AS RECEPTION NO. 647792 AND CORNERS FOUND IN PLACE AS SHOWN HEREON.
- THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY TRUE NORTH COLORADO, LLC, FOR ALL INFORMATION REGARDING EASEMENT, RIGHTS-OF-WAY AND/OR TITLE OF RECORD, TRUE NORTH COLORADO, LLC, RELIED UPON TITLE COMMITMENT NO. 3724CEA-C2 ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY DATED: JANUARY 20, 2023.
- THE PURPOSE OF THIS AMENDED PLAT IS TO VACATE THE COMMON LOT LINE BETWEEN LOTS 1A AND 10A AND TO CONSOLIDATE SAID LOTS INTO ONE LOT.
- TOTAL AREA EXCLUDES THE RIGHT-OF-WAY FOR LICKEN COURT.

PROPERTY DESCRIPTION:

LOT 1A AND LOT 10A
 AMENDED PLAT OF LOTS 1, 7, 8, 9, 10, ALPINE WOODS VILLAGE
 ACCORDING TO THE PLAT THEREOF RECORDED JULY 21, 2017 AS RECEPTION NO. 647792.

TOWN OF MARBLE
 COUNTY OF GUNNISON
 STATE OF COLORADO

CERTIFICATE OF DEDICATION AND OWNERSHIP

THE UNDERSIGNED CHRISTINE F. SMITH AND AARON M. SMITH, BEING SOLE OWNERS OF THE LAND DESCRIBED ABOVE AS LAID OUT, PLATTED AND SUBDIVIDED THAT SAME AS SHOWN ON THIS SECOND AMENDED PLAT OF LOTS 1A AND 10A, ALPINE WOODS VILLAGE, IN THE COUNTY OF GUNNISON, STATE OF COLORADO DO HEREBY CONSENT TO THIS LOT CONSOLIDATION SHOWN HEREON.

OWNERS:
 AARON M. SMITH & CHRISTINE F. SMITH
 73 JUNIPER COURT
 MARBLE, CO 81623

CHRISTINE F. SMITH-OWNER

AARON M. SMITH-OWNER

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D., 2023 BY AARON M. SMITH AND CHRISTINE F. SMITH AS OWNERS.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

THE BOARD OF TRUSTEES OF TOWN OF MARBLE

INTRODUCED, READ, ADOPTED THIS _____ DAY OF _____, 2023 BY A VOTE _____ IN FAVOR AND _____ OPPOSED.

TOWN OF MARBLE

ATTEST:

RYAN VINGIGUERRA, MAYOR

GUNNISON COUNTY CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO, AT _____ O'CLOCK _____ M., ON THIS _____ DAY OF _____, A.D., 2023, AND IS DULY RECORDED AS RECEPTION NO. _____

GUNNISON COUNTY CLERK AND RECORDER


SURVEYOR'S CERTIFICATE

I, RODNEY P. KISER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO THAT THIS SECOND AMENDED PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF LOTS 1A AND 10A, ALPINE WOODS VILLAGE. THAT SUCH PLAT WAS MADE FROM AN ACCURATE FIELD SURVEY OF THE PROPERTY ON JUNE 28, 2022 AND WAS PERFORMED UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE AND THAT THIS SURVEY MEETS THE REQUIREMENTS OF A LAND SURVEY PLAT AS SET FORTH IN C.R.S. SECTION 38-51-106 AND IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND KNOWLEDGE, AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE PARCELS OF SAID AMENDED PLAT.

RODNEY P. KISER
 LICENSED PROFESSIONAL LAND SURVEYOR
 COLORADO REGISTRATION NO. 38215
 TRUE NORTH COLORADO, LLC.

LEGEND

- FOUND NO. 5 REBAR & 1-1/4" ORANGE PLASTIC CAP TNC PL538215
- FOUND REBAR & 1-1/4" YELLOW PLASTIC CAP L538342
- FOUND PROPERTY CORNER AS DESCRIBED

 TRUE NORTH COLORADO A LAND SURVEYING AND MAPPING COMPANY		
AARON & CHRISTINE SMITH LOT CONSOLIDATION PLAT 73 JUNIPER COURT - MARBLE COUNTY OF GUNNISON - STATE OF COLORADO		
TRUE NORTH COLORADO LLC. A LAND SURVEYING AND MAPPING COMPANY P.O. BOX 614 - 386 MAIN STREET UNIT 3 NEW CASTLE, COLORADO 81647 (970) 984-0474 www.truenorthcolorado.com		
PROJECT NO: 2021-416	DRAWN RPK	SHEET 1 OF 1
DATE: February 23, 2023	SURVEYED KJT	

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

**GUNNISON
COUNTY
Property Tax Receipt**

Receipt #	1461305	Date Receipt Printed
Transaction #	83080324534296	01/19/2023
Transaction Date	01/19/2023	

CURRENT TAX YEAR INFORMATION

Account #	R072787	Parcel # 291726224014
Owner	SMITH AARON M 73 JUNIPER CT MARBLE, CO 81623-9390	Property Address 5590 COUNTY ROAD 3 MARBLE 81623

Legal LOT 1A, ALPINE WOODS VILLAGE SUBDIVISION

PAID	Tax Year:	Item:	Amount:	Description:
	2022	AD VALOREM	\$368.36	FULL YEAR
Bill Annual Total:			\$368.36	
Account Total:			\$368.36	

Receipt #	1461308	Date Receipt Printed
Transaction #	83080324534296	01/19/2023
Transaction Date	01/19/2023	

CURRENT TAX YEAR INFORMATION

Account #	R072786	Parcel # 291726307005
Owner	SMITH AARON 73 JUNIPER CT MARBLE, CO 81623-9390	Property Address 37 LICHEN CT

Legal LOT 10A, ALPINE WOODS VILLAGE SUBDIVISION

PAID	Tax Year:	Item:	Amount:	Description:
	2022	AD VALOREM	\$368.36	FULL YEAR
Bill Annual Total:			\$368.36	
Account Total:			\$368.36	

PAID BY INFORMATION

Online	CREDIT CARD	SMITH CHRISTINE	\$736.72
Over/Short			\$0.00
Change			\$0.00
Reversals			\$0.00
Refund			\$0.00
Transaction Total Applied			\$736.72

TOWN OF MARBLE

AGREEMENT FOR PAYMENT OF DEVELOPMENT REVIEW EXPENSES PURSUANT TO SECTION 7.4.40 OF THE TOWN OF MARBLE ZONING CODE

THIS AGREEMENT, is made and entered into by and between the TOWN OF MARBLE, COLORADO, a Colorado statutory town, (the "Town") and _____, hereinafter referred to as the "Applicant." The Applicant and the Town shall collectively be referred to as the "Parties." This Agreement shall be effective following execution by the Parties.

RECITALS AND REPRESENTATIONS:

WHEREAS, the Applicant is the owner of, or represents that he or she is the authorized agent of the owner of, certain property situated in the Town of Marble, Gunnison County, State of Colorado, (the "Property") which is described as:

[Insert Legal Description.]

WHEREAS, the Applicant has made an application ("Application") to the Town of Marble, with respect to the Property, for the review and consideration of [Insert Description of Land Use Change.]

WHEREAS, the Parties hereto recognize that the Town is expected to incur expenses in considering the Applicant's application and project, including but not limited to expenses incurred for legal and notice publications, engineering services, attorney fees, consultant fees, reproduction and photocopying of materials, public hearing expenses, recording costs and inspections by Town staff to ensure the Applicant's compliance with the requirements of the approved plans and specifications;

WHEREAS, the Zoning Code requires the Applicant to execute an agreement for the payment of Town expenses incurred in the processing and review of the Applicant's application and that this requirement is based on the policy that the applicant is the party that should properly bear the costs of application, review, consideration and inspection associated with development; and

WHEREAS, the Applicant understands that the review and processing fees incurred by the Town are independent, separate and apart from the Town's decision to approve or deny the submitted application and that such fees are owed by the Applicant regardless of the Town's decision on the application or the Applicant's decision to postpone, abandon or terminate processing of the application.

NOW THEREFORE, in consideration of the premises and of the mutual promises and conditions hereinafter contained and the requirements of the Zoning Code, it is hereby agreed as follows:

1. APPLICANT SHALL PAY ALL EXPENSES. The Applicant shall pay in accordance with this Agreement, all expenses which are directly related to the Town's review, processing, consideration, and inspection of the Application. The Board of Trustees may waive, modify, adjust or refund any fee or expense, in its sole subjective discretion, in accordance with Section 7.4.40. of the Zoning Code.
2. DEFINITIONS. For purposes of this Agreement:
 - a. "Application" shall mean any application, petition, or similar request for approval subject to Section 7.4.40.B of the Zoning code, together with all documentation, data and information submitted to the Town in order to seek such approval.
 - b. "Expenses" shall include all expenses, costs, fees, assessments and other charges incurred by the Town and directly related to the Town's processing, review, consideration and inspection (both pre- and post-application approval) of the Application. Such expenses may include, but shall not be limited to: legal and notice publication(s); engineering services; land use planning services; inspections and inspection services fees and charges billed to the Town by other agencies and entities statutorily or legally required to review the Applicant's documentation and development (including state and federal regulatory agencies); attorneys' fees and charges (for the Town Attorney only, unless otherwise pre-approved by the Applicant); specialized consultant fees necessary to ensure Application or development conformance with federal, state or local laws (e.g., water, wetlands, biological and geo-technical consultants); reproduction and photocopying of the Application and other supporting or necessary materials; and public hearing, public meeting and administrative meeting expenses (including all costs of conducting a special meeting if requested by the Applicant). Expenses shall *not* include any expenses that are recovered through another fee payment program, such as OWTS permit inspections or building permit inspections.
 - i. Salaried Staff Time: Expenses shall include a charge for time spent by salaried "in-house" Town staff (e.g. the Town Clerk) on the Application, at the rate set forth on the most recent Schedule of Fees adopted by the Town.
 - ii. Hourly Staff Time: Expenses shall include a charge for time spent by hourly "in-house" Town staff on the Application, at a rate equal to the hourly rate paid by the Town to such staff.
 - iii. Expenses shall not include time spent by Town staff in attendance at regularly scheduled meetings of the Board of Trustees where the Application is discussed.
 - iv. It is the express intent of this Paragraph that the Applicant shall bear and pay in full all expenses and costs of the Town in the processing of the Application and, if such Application is approved, for the Town's inspection and review of the development until such time that the development is complete in accordance with the approved Application.

3. FULL AND SEPARATE ACCOUNTING OF REVIEW EXPENSES. The Town shall maintain a separate accounting of all monies deposited and expended with respect to this Agreement. Statements shall be made available to the Applicant upon reasonable request. The Parties understand that, due to customary delays in billing by the Town's outside consultants, a current statement may only include expenses billed to the Town as of the date of the Applicant's request.
4. RESOLUTION OF DISAGREEMENT CONCERNING EXPENSES. The Applicant may contest an expense billed to the Applicant pursuant to this Agreement by delivering written notice of the contested expense(s) to the attention of the Town Clerk. The Town Clerk shall use his or her best efforts to review a timely written contest within 14 days and to promptly respond in writing to the Applicant by: (1) affirming the expense as appropriate under this Agreement; (2) deleting or rescinding the expense as inappropriate under the Agreement; or (3) modifying or reducing the expense with reasons for the modification or reduction. The Applicant may appeal the Town Clerk's decision to the Board of Trustees by delivering a written request for appeal to the Town Clerk within 7 days after the Applicant's receipt of the Town Clerk's decision. Such appeal shall be considered by the Board of Trustees at the next regularly scheduled Board meeting that is at least 14 days after the Town's receipt of the written request for appeal. The Board of Trustees, after providing the Applicant an opportunity to be heard, shall: (1) affirm the expense as appropriate under this Agreement; (2) delete or rescind the expense as inappropriate under the Agreement; or (3) modify or reduce the expense. The Board of Trustees' decision shall be final. Review and processing of an Applicant's timely written contest shall not be an expense within the meaning of this Agreement.
5. DEPOSIT ACCOUNT.
 - a. The Applicant shall deposit the amount of money required by the Schedule of Fees in effect at the time of Application submittal and shall maintain a deposit account with the Town ("Deposit Account") in accordance with this paragraph.
 - b. The Town shall credit the Deposit Account for amounts deposited by the Applicant and shall debit payment of the Expenses from the Deposit Account. At such time that the Expenses charged against the Deposit Account exceed ninety percent (90%) or more of the initial required deposit, and within 14 days of the Applicant's receipt of notice by the Town, the Applicant shall supplement the Deposit Account by making an additional deposit with the Town Clerk of an amount of at least fifty percent (50%) of the amount of the initial deposit for land use fees and expenses. The Town Clerk may reduce the amount of, or may waive, the Applicant's making of an additional deposit where the Clerk finds that the estimated or anticipated additional Expenses for the processing of the Application will not likely exceed the remaining balance held in the Deposit Account by the Town.
 - c. The Applicant shall be obligated to maintain a positive balance in the Deposit Account at all times. Failure by the Applicant to maintain a positive balance in the Deposit Account and to timely make an additional deposit within 14 days of notice by the

Town in accordance with this Section shall constitute a material breach of this Agreement.

6. APPLICATION TERMINATION. Except as otherwise precluded or prohibited by law or an agreement with the Town, the Applicant may terminate the processing of an Application at any time by delivering written notice to the Town. The Town shall immediately take all reasonable steps necessary to terminate the accrual of additional and continuing Expenses to the Applicant. In no event shall the Applicant be obligated to pay an Expense associated with work or service performed on the Application which is more than forty-eight (48) hours after the date and time of the delivery of the Applicant's notice of termination.
7. LIEN AGAINST PROPERTY. To the extent permitted by law, expenses incurred by the Applicant in accordance with this Agreement, together with the cost of collection, shall constitute a lien against the Property described in this Agreement and described in the Application. By this Agreement, the Applicant consents to the imposition of a lien and the cost of collection against the Property and represents that the Applicant is authorized to so consent as the owner of the Property or as the authorized agent of the owner.
8. ENFORCEMENT AND COLLECTION OF EXPENSES. In the event of the Applicant's breach of this Agreement, all amounts owing shall be due and payable immediately and such amount shall accrue interest at an amount equal to 12% per annum until paid in full. In such event, the Town shall be entitled to and may invoke one or more of the following remedies following the Town's mailing of a letter demanding payment in full to the Applicant:
 - a. Postponement, cessation and/or termination of the processing of the Application or any other land use application or approval related to the Property;
 - b. Denial of the Application;
 - c. Imposition of a condition upon approval that the Applicant pay all Expenses prior to issuance of further approvals, including building permits, for all or any portion of the Property;
 - d. Withholding, postponing and/or denying: (1) any building permits for any part or portion of the Property or for any improvement which serves or will provide service to the Property; (2) construction documentation review or approval; (3) grading, road cut or other construction or permit approval; and/or (4) the submission, receipt, processing or approval of any application or request by the Applicant or the Applicant's affiliates for any form of land use or construction application related in any way to the Property;
 - e. Refusal or denial of the acceptance of any other application for land use approval or development of any kind for the Property submitted by the Applicant or any other person;
 - f. Commencement of any remedy provided by law or equity, including an action for declaratory judgment, injunction and/or damages; and/or

- g. Certification of the lien for collection to the appropriate officials for Gunnison County.
9. NO IMPLICATION OF APPROVAL. The Applicant agrees to pay all Expenses, regardless of whether the Town approves or denies the Application. The Applicant understands that the approval of the Application is not, and shall not constitute, consideration for the Applicant's payment in accordance with this Agreement. The Town shall not be estopped or otherwise limited or precluded from denial or conditional approval of the Application by the terms, conditions or obligations of this Agreement.
10. MISCELLANEOUS PROVISIONS
- a. No Waiver: A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
- b. No Waiver of Governmental Immunity: Nothing in this Agreement shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- c. Binding Effect: The parties hereto agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives and assigns thereof and shall constitute covenants running with the described Property. To the extent permitted by law, the Applicant and all future successors, heirs, legal representatives and assigns of the Applicant shall be jointly and severally responsible for all terms, conditions and obligations set forth in this Agreement. The Town may, at its discretion, record this Agreement with the Clerk and Recorder for Gunnison County.
- d. No Third Party Beneficiaries: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Town and Applicant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement.
- e. Governing Law, Venue and Enforcement: This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising from this Agreement shall lie with any appropriate court within Gunnison County, Colorado.
- f. Attorneys' Fees: If the Applicant breaches this Agreement, the Applicant shall pay the Town's reasonable costs of collection and costs and attorneys' fees incurred in the enforcement of the terms, conditions and obligations of this Agreement, whether or not legal proceedings are instituted.
- g. Assignment and Release: All or part of the rights, duties, obligations, responsibilities or benefits set forth in this Agreement shall not be assigned by the

Applicant without the express written consent of the Board of Trustees for the Town of Marble. Any such written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities or benefits so assigned, and shall not be effective unless approved by resolution or motion of the Board of Trustees. No assignment shall release the Applicant from performance of any duty, obligation or responsibility unless such release is clearly expressed in such written document of assignment. Prior to approving any release of the Applicant, the Town may, at its sole discretion, require the party assuming any duty, obligation or responsibility of the Applicant to provide to the Town written evidence of financial or other ability or capability to meet the particular duty, obligation or responsibility being assumed by the party.

h. Severability: Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

i. Integration and Amendment: This Agreement represents the entire agreement between the parties regarding the subject matter hereof. This Agreement may be amended only by an instrument in writing signed by the Parties.

j. Incorporation of Exhibits: Unless otherwise stated in this Agreement, exhibits, applications or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes.

k. Applicant Includes Agents: For purposes of incurring expenses, such as but not limited to requesting meetings and submitting reports and studies for Town review, the term "Applicant" shall include any authorized agent, consultant or other person acting on behalf of the Applicant.

l. Notices: Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

If to the Town:
Town of Marble
Attn: Town Clerk
322 W. Park St., Marble, CO 81623

If to Applicant:

IN WITNESSES WHEREOF, the Town and the Applicant have caused this Agreement to be duly executed as of the dates set forth below.

APPLICANT

By: _____

Date: _____

Print Name: _____

Position/Title: _____

STATE OF _____)
) ss.

COUNTY OF _____)

Acknowledged before me this _____ day of _____, 20____, by
_____. My Commission Expires: _____.

Notary Public

2023 TOWN OF MARBLE BUSINESS LICENSES**RECEIVED/PAID**

Abstract Marble Company	303 W. Park St.	Marble	CO	81623
Beaver Lake Lodge and Cabins	201 E. Silver St.	Marble	CO	81623
Beaver Lake Retreat	105 E. Marble St.	Marble	CO	81623
CAP Construction	420 W. Silver St.	Marble	CO	81623
Colorado Stone Quarry	1 Marble Quarry Road	Marble	CO	81623
Connie Hendrix Studio	645 West Main St.	Marble	CO	81623
Crystal River Jeep Tours	407 West Main St.	Marble	CO	81623
Marble Hub	105 W. Main St.	Marble	CO	81623
Marble Hideaway	420 W. Silver St.	Marble	CO	81623
Marble Water Company	PO Box 23	Carbondale	CO	81623
Nightshades Plant Shop	235 Gallo Hill Dr	Marble	CO	81623
Pifco	0372 Crystal Park Drive	Redstone	CO	81623
Ridgehouse on West Park LLC	201 West Park St.		CO	81623
Raspberry Ridge Café	101 W 1st Street	Marble	CO	81623
Slow Groovin' BBQ	101 W. First Street	Marble	CO	81623
Salon Gallos	110 Slate Drive	Marble	CO	81623
SUP Marble	110 Slate Dr.	Marble	CO	81623

NOT RECEIVED

Mario's Marble/The Marble Studio	620 W. Park St.	Marble	CO	81623
Marble Historical Society	412 W. Main St.	Marble	CO	81623
Grateful Builders	8 E. Marble Street	Marble	CO	81623
Rusby Rentals	112 E. Main Street	Marble	CO	81623

OLD BUSINESS

Inn at Raspberry Ridge	5574 Co. Rd. 3	Marble	CO	81623
Inn at Raspberry Ridge general store	5574 Co. Rd. 3	Marble	CO	81623
Bicycle Rental	116 E. Main Street	Marble	CO	81623
Marble Ledge	73 Juniper Court	Marble	CO	81623

44-3-311. Public notice - posting and publication - definition.

(1) Upon receipt of an application, except an application for renewal or for transfer of ownership, the local licensing authority shall **schedule a public hearing** upon the application **not less than thirty days from the date of the application** and shall **post and publish the public notice thereof not less than ten days prior to the hearing**. Public notice shall be given by the **posting of a sign in a conspicuous place** on the premises for which application has been made **and by publication in a newspaper of general circulation** in the county in which the premises are located.

(2) Notice given by posting shall include a sign of suitable material, not less than twenty-two inches wide and twenty-six inches high, composed of letters not less than one inch in height and stating the **type of license applied for, the date of the application, the date of the hearing, and the name and address of the applicant, and such other information as may be required to fully apprise the public of the nature of the application. If the applicant is a partnership, the sign shall contain the names and addresses of all partners, and if the applicant is a corporation, association, or other organization, the sign shall contain the names and addresses of the president, vice president, secretary, and manager or other managing officers.**

(3) **Notice given by publication shall contain the same information as that required for signs.**

(4) If the building in which the alcohol beverage is to be sold is in existence at the time of the application, any sign posted as required in subsections (1) and (2) of this section shall be placed so as to be conspicuous and plainly visible to the general public. If the building is not constructed at the time of the application, the applicant shall post the premises upon which the building is to be constructed in such a manner that the notice shall be conspicuous and plainly visible to the general public.

(5)

(a) At the public hearing held pursuant to this section, any party in interest shall be allowed to present evidence and to cross-examine witnesses.

(b) As used in this subsection (5), "party in interest" means any of the following:

(I) The applicant;

(II) An adult resident of the neighborhood under consideration;

(III) The owner or manager of a business located in the neighborhood under consideration;

(IV) The principal or representative of any school located within five hundred feet of the premises for which the issuance of a license pursuant to section 44-3-309 (1) is under consideration.

(c) The local licensing authority, in its discretion, may limit the presentation of evidence and cross-examination so as to prevent repetitive and cumulative evidence or examination.

(d) Nothing in this subsection (5) shall be construed to prevent a representative of an organized neighborhood group that encompasses part or all of the neighborhood under consideration from presenting evidence subject to this section. The representative shall reside within the neighborhood group's geographic boundaries and shall be a member of the neighborhood group. The representative shall not be entitled to cross-examine witnesses or seek judicial review of the licensing authority's decision.

Public Notice

**Application for
New Liquor License**

Type of License Applied For: Hotel/Restaurant

Date of Application: March 2, 2023

Date and Time of Public Hearing: April 6, 2023

Place of Public Hearing: 119 West State Street, Marble Colorado, 81623

Name of Applicant: Raspberry Ridge Café LLC

Address of Applicant: 5580 County Road 3, County of Gunnison, Town of Marble Colorado, 81623

Names and Addresses of Partners:

Ryan Vinciguerra

101 West 1st St. Marble Colorado, 81623

Nial OConnor

270 Serpentine Trail, Marble Colorado, 81623

Philip Poll

2385 Coventry Road, Columbus Ohio, 43221

Name and Address of Manager

Ryan Vinciguerra

101 West 1st St. Marble Colorado, 81623

Colorado State Sales Tax Number: 95517468

Licensing Agency:

Town of Marble

322 West Park St. Marble Colorado, 81623