

Town of Marble
Regular Meeting of the Board of Trustees
April 18th 2019
6:00 P.M.
Marble Community Church, 121 W. State St. Marble, Colorado
Agenda

6:00 P.M.

- A. Call to order & roll call of the Special Meeting of the Board of Trustees

- B. Approve previous minutes

- C. Mayor's Comments

- D. Current Land Use Issues
 - a. Discussion of Water Augmentation Plan project, Tom Zancanella

 - b. Discussion of Paid Parking Proposal, Ryan

 - c. Consider approval of Ordinance #1-2019 re: Slow Groovin BBQ LLC right of way lease, Ron

 - d. Consider approval of Slow Groovin Liquor License Report of Changes, Ron

- E. Adjourn

Minutes of the Town of Marble
Regular Meeting of the Board of Trustees
April 4th 2019

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

B. Approve previous minutes – Charlie Manus made a motion to approve minutes from the March 7, 2019 meeting. Tim Hunter seconded and the motion passed unanimously.

C. Mayor's Comments – Ryan made a change to the agenda, moving D.a. the Holy Cross broadband report to the beginning of the meeting (minutes below).

a. Discussion of Short-Term Rental proposal, Ryan reported that this had been on and off the table for about a year. Ron and Kendall Burgemeister, town attorney, have asked if this is something the board wants to move on with an ordinance. Tim Hunter said that he feels there needs to be another 30 days to allow for public comment on the latest proposal draft. Problems Tim expressed with the current proposal are limiting an owner to one short-term rental property. Charlie asked about enforcement of the limit on the number of people using the property. Gary Bascom said that the committee had stopped several months ago and that there had not been input from owners on the current proposal. He feels that things like Marble Manners should not be part of the regulations and that the whole thing should be simplified. He suggests a few work sessions on this issue rather than taking time in the board meeting. He feels that the previous committee was disbanded because owner input was not wanted. Ryan said that the board had not requested the committee to end but that the change of leadership resulted in it falling off the table. Tim requested that concerns be submitted and a work session be scheduled. Gary feels that the only thing the town should be concerned with is a business license and safety issues. Brian Suter said that the committee reached an impasse every time they met because Larry Good did not want to change anything. Linda Adams agrees that safety issues need to be adhered to in order to protect renters as well as the town. Lodging taxes and town and county sales taxes need to be paid. Garbage and bears are another issue. Limiting the number of people in a home helps address not only septic but noise and parking issues. Vacationers need to be educated and have contact information.

b. Up-Date on paid parking plan, Ryan reported that we have heard back from the SBA and they requested a more thorough plan so that they can insure the historical aspect of the park is protected. Charlie said he would provide copies of the sketch had had done.

c. Other

D. Clerk Report

a. Holy Cross broadband report, Bart Weller & Kara Silbernagel – Kara has been

working on the Pitkin Country Broadband Initiative and said they had an agreement with Gunnison County to include the upper Crystal. Due to costs, they are looking at fixed wireless broadband which uses a tower rather than a satellite in space. The tower on Elephant mountain near Redstone has been improved and that took 20 months for clean-up and improvement alone. A grant through the USDA to provide broadband to unserved areas was announced in December. At the same time changes in leadership at Holy Cross has resulted in them looking at ways to improve broadband throughout their service area. Due to some areas in the Marble area being blocked out as ineligible, already served or able to be served in the near future, they have decided not to pursue the grant at this time. There had been a move to get a tower on McClure Pass for several years but the permit process will be very time consuming. Board members support the effort and Ron Leach will begin attending broadband meetings. Kara said that, at this point, Holy Cross will be going to their board to ask to begin planning and engineering, so as to be shovel ready. Charlie asked if Century Link had high speed as far as Larry Darian's. Linda Adams reported that she has it at Chair Mountain Ranch and she understands that it goes as far as Bogan Flats. Kara reported that Cap II funding was dispersed approximately five years ago. In Colorado, Century Link won the award for the state but has not completely performed on that. They have cherry picked the areas based on certain criteria and have put the rest on a reverse auction. There is not enough population to interest in our area Century Link.

b. Current bills payable 3/7/2019, Ron – Current bills are listed on page 10 of the packet. Two additions are for Charlie Manus for cost of light bulbs (\$40.71) and High Mark Mechanical (the plumber) who had to do some emergency repairs to the bathrooms (\$270.66). Charlie reported that they had done an excellent job and had come from Rifle. Tim Hunter made the motion to pay the bills as reported. Charlie Manus seconded and the motion passed unanimously.

c. Other

E. Current Land Use Issues

a. Consider approval of Slow Groovin BBQ LLC right of way lease, Ron reported that a. and b. can be approved as a single issue, but because Ryan will need to recuse himself and two members are absent it can not be voted on today. Ron suggests a special meeting to include the water augmentation plan, the parking plan and a vote on the three SG events. Discussion of possible dates followed and the meeting will be held on April 18 at 6 p.m.

b. Consider approval of Ordinance #1-2019 re: Slow Groovin BBQ LLC right of way lease, Ron (see above).

c. Consider approval of Slow Groovin Liquor License Report of Changes, Ron (see above).

d. Discussion of Water Augmentation Plan update, Tim – The town needs an

augmentation plan to be in compliance with state regulations with regard to calls on the Crystal River. We need 10-acre feet of water available if there is a call. Tim suggested waiting on discussion until Tom Zancanella of Zancanella and Associates can be here to present options to the town.

F. Old Business

a. Lead King Loop Committee up-date, Ron – Ron reported that the Dean of the environmental program at Western State College said they would be happy to help us put together a plan mitigating the affects of ATVs on the loop. The committee continues to meet and work toward solutions, but it will take time.

b. Other

G. New Business

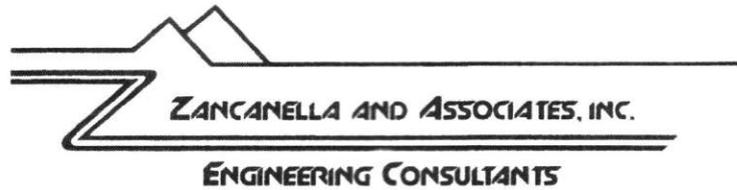
- a. Ryan reported that the annual fundraiser at Slow Groovin' for the 7th & 8th grade trip to Chicago will be on April 26, probably beginning at 5 p.m. The kids will build the menu, cook the food and run the restaurant.
- b. Amber McMahill reported on the Hub and the campground. There are already \$16,222 in reservations at the campground and three weekends are already full. Both the campground and the Hub open Memorial Day weekend. Three weekends already full. Planning at the Hub includes educational programs walks each weekend and a Second Saturday artist focus.
- c. Tim reported that the speed bump signs and lag shafts need work and that would be done when weather allows.

H. Adjourn – Charlie Manus made a motion to adjourn. Tim Hunter seconded and the motion passed unanimously. The meeting was adjourned at 8:25 p.m.

Respectfully submitted,

Terry Langley

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



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

March 14, 2019

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

Re: Preliminary Augmentation Plan

Mayor Vinciguerra:

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

Project Description and Background

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

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

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

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

Water Rights

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

Marble Pipeline and Water System

Legal Description (W-1848)

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

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

Marble Water Company Well

Legal Description (79CW361)

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

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

Marble Water Company Well No. 2

Legal Description (94CW117)

In the Northwest ¼ of the Southeast ¼ of Section 26, Township 11 South, Range 88 West of the 6th P.M. at a point approximately 2,565 feet from the South Section Line and 1,835 feet from the East Section line of said Section 26.

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

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

Demands and Depletions

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

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

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

Water Use Projection and Augmentation Estimate

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

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

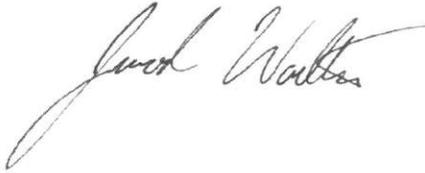
The currently decreed diversion rate of 0.12 cfs at the wells is only slightly greater than the projected peak monthly average demand shown in Table 2 during July. Additional capacity will eventually need to be developed. We recommend applying for additional wells as needed to meet demands. A well field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

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

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

Very truly yours,

Zancanella & Associates, Inc.



Jared A. Walter, P.E.



Thomas A Zancanella, P.E.

Attachments

ec: Kendall Burgemeister

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TABLE 1
Marble Water Company
Diversion/Depletion Summary

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

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

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

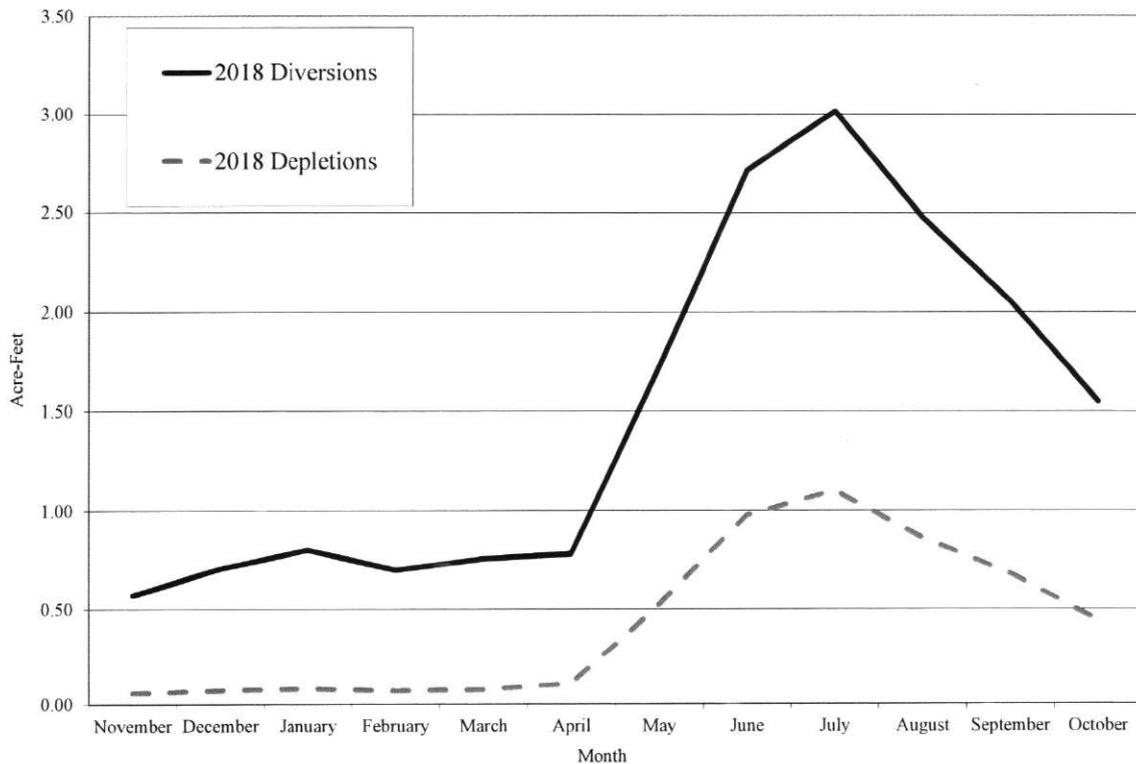


TABLE 2
Marble Augmentation Estimate

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

Description of Columns:

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

Table 3
2018 Water Monthly Accounting Summary

(units = acre-feet)

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

Column explanation:

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

Example EQR Schedule

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

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

Example EQR Schedule

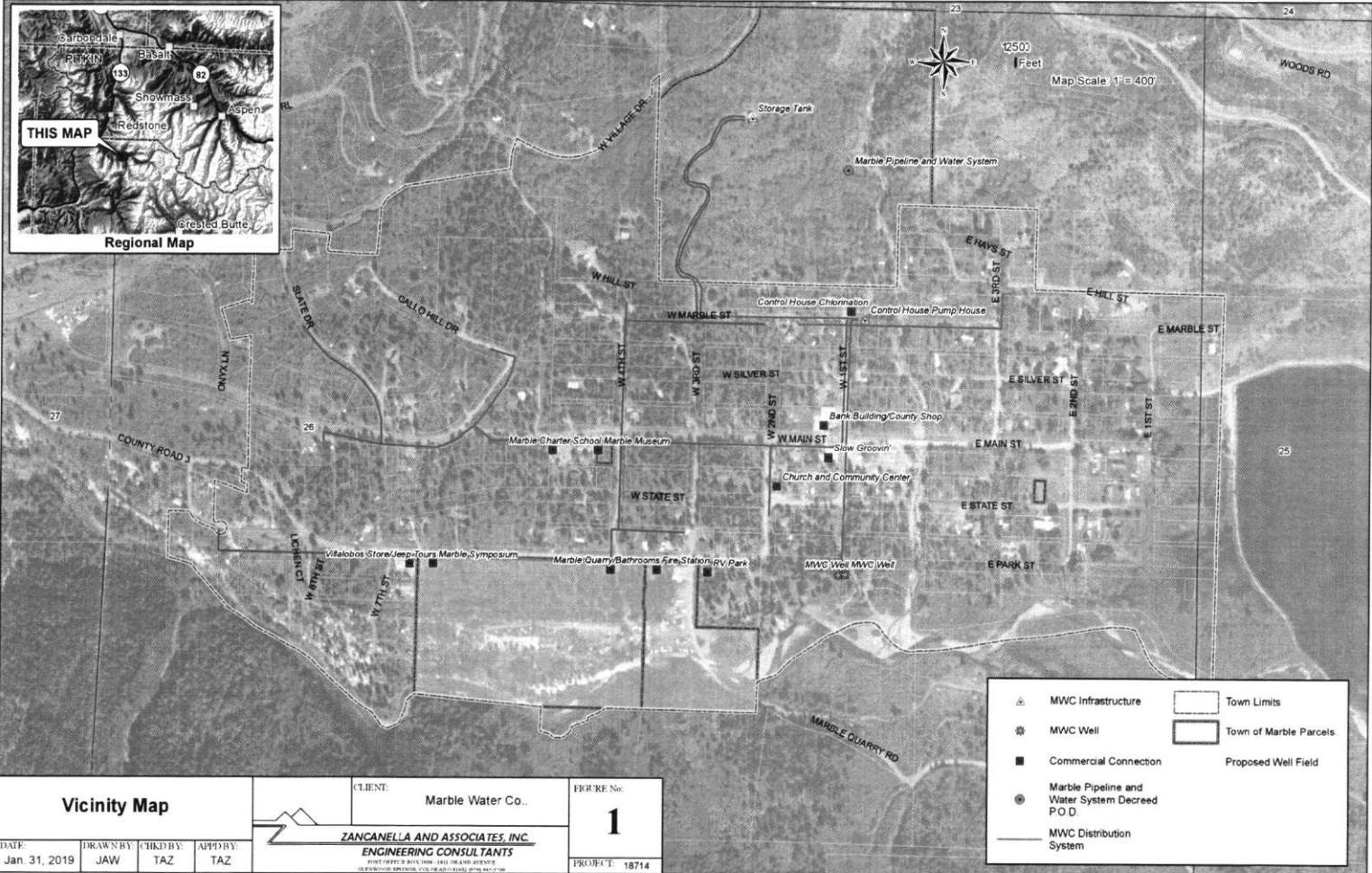
(Taken from Sec. 13-3-20 Carbondale Municipal Code)

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

Example EQR Schedule

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

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



Vicinity Map			
DATE: Jan 31, 2019	DRAWN BY: JAW	CHECK BY: TAZ	APPRO BY: TAZ

CLIENT: Marble Water Co.,

ZANCANELLA AND ASSOCIATES, INC.
ENGINEERING CONSULTANTS
2801 WEST 20TH, SUITE 100, DENVER, COLORADO 80202

FIGURE No. 1
PROJECT: 18714

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

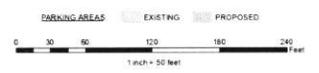


PRELIMINARY DRAFT ONLY

HISTORIC MARBLE MILL SITE
 PROPOSED MILL SITE PARK IMPROVEMENTS

SOPRIS ENGINEERING - LLC
 CIVIL CONSULTANTS
 501 MAIN STREET, SUITE A3
 CARBONDALE, COLORADO 81633
 970.704.0933

NOTES & SOURCES
 EXISTING CONDITIONS DIGITIZED FROM THE HISTORIC MARBLE MILL SITE - EXHIBIT A
 DATED 3/20/02, INCLUDED IN APPLICATION PACKAGE
 EXISTING & PROPOSED IMPROVEMENTS ARE APPROXIMATE GRAPHIC REPRESENTATIONS
 & DO NOT REPRESENT A SURVEY
 THIS MAP IS CONCEPTUAL AND IS INTENDED FOR GENERAL PLANNING PURPOSES ONLY



19034improvements 190411

Town of Marble
Ordinance Number 1
Series of 2019

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

WHEREAS:

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

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

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

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

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

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

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

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

The Board of Trustees finds that entering into the Lease is in the best interests of the Town of Marble.

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

1. The Lease between the Town of Marble and Slow Groovin, attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and shall be executed by the Mayor on behalf of the Town of Marble.
2. A copy of this ordinance shall be published by title only.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED BY TITLE this _____ day
of _____, 2019 by a vote of _____ in favor and _____ opposed.

TOWN OF MARBLE:

Tim Hunter, Mayor Pro Tem

ATTEST:

Ron Leach, Town Clerk

LEASE

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

WITNESSETH:

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

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

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

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

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

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

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

6. Use of Premises.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Condition of Premises; Covenants of Landlord.

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

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

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

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

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

11. No Waiver of Immunity. The Town does not intend, by any provision of this Lease, to waive or limit any rights or defenses against liability available to it pursuant to law, including but not limited to the rights and defenses available pursuant to the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. and Article 11, Section 1 of the Colorado Constitution.

12. Alterations to Premises.

- a. Tenant shall have no right to make changes or alterations to the Premises without Landlord's prior consent.
- b. Prior to commencing any work on the Premises that requires Landlord's approval, Tenant will supply Landlord with a copy of the plans, specifications, and drawings for that work.
- c. Tenant shall keep the Premises free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished, or obligations incurred by or at the instance of Tenant, and indemnify and save Landlord and the Premises harmless of all such liens or claims of lien and all attorney fees and other costs and expenses incurred by reason thereof. Should Tenant fail to discharge fully any such lien or claim of lien or provide an acceptable indemnity bond in the event of contest, Landlord, at Landlord's option and subject to Landlord's right of reimbursement, may pay the same or any part thereof, and Landlord shall be the sole judge of the validity of such lien or claim.

13. Default.

- a. Default by Tenant. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:
 - i. Tenant's failure to pay any installment of Rent, or other charge or money obligation hereunder when due.
 - ii. Tenant's insolvency or transfer in fraud of creditors.
 - iii. Tenant's filing of a petition under the Bankruptcy Acts.
 - iv. The appointment of a receiver or trustee for Tenant's interest in the Premises or for all or substantially all of the assets of the Tenant.
 - v. Tenant's abandonment or vacation of the Premises.
 - vi. The filing or creation of a lien on the Premises as a result of Tenant's action or inaction which tenant may cure by fully discharging such any such lien

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LANDLORD: Town of Marble

TENANT: Slow Groovin BBQ LLC

By: Tim Hunter, Mayor Pro Tem

By: Ryan Vinciguerra

Attest: _____
Ron Leach, Town Clerk

Permit Application and Report of Changes

Current License Number <u>4703223</u> All Answers Must Be Printed in Black Ink or Typewritten Local License Fee \$ _____		
1. Applicant is a <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership..... <input checked="" type="checkbox"/> Limited Liability Company		Present License Number 4703223
2. Name of Licensee Slow Groovin BBQ LLC		3. Trade Name Slow Groovin BBQ
4. Location Address 101 w 1st st		
City Marble	County Gunnison	ZIP 81623
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.		
Section A – Manager reg/change		Section C
• License Account No. _____ <input type="checkbox"/> Manager's Registration (Hotel & Restr.).....\$75.00 <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE		<input type="checkbox"/> Retail Warehouse Storage Permit (ea).....\$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) 100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) 50.00 <input type="checkbox"/> Change Location Permit (ea)..... 150.00 <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>1</u> Total Fee <u>150.00</u>
Section B – Duplicate License		<input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____ <input type="checkbox"/> Tavern ConversionNo Fee
• Liquor License No. _____ <input type="checkbox"/> Duplicate License \$50.00		
Do Not Write in This Space – For Department of Revenue Use Only		
Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		TOTAL AMOUNT DUE \$ _____ .00

Instruction Sheet

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

Section A

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

Section B

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

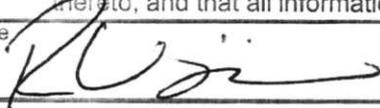
Section C

Check the appropriate box in section C and proceed below.

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

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

Change of Manager	<p>8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 12-47-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises or Related Facility	<p>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>We would like to encompass our property. We would like the liquor license to cover our front and side yard. The front will have a fence as a barrier to the road. The side has large boulders surrounding the perimeter</u></p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>
Tavern Conversion	<p>10. Tavern Conversion</p> <p>(Note* Must be completed by August 10, 2017 as the Tavern conversion will no longer be permitted. Only Tavern licenses issued before August 10, 2016, that do not fit the definition of a tavern as defined in section 12-47-103(38), C.R.S. may convert to a different license type.) Please pick one of the following choices:</p> <p>(a) I wish to convert my existing Tavern Liquor License # _____ to a Lodging and Entertainment Liquor License? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(b) I wish to convert my existing Tavern Liquor License # _____ to a _____ Liquor License? Yes <input type="checkbox"/> No <input type="checkbox"/></p>

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