AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Special Event Liquor License; GV Mentors

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Gunnison Valley Mentors Special Event on 9-12-19. License for signature.

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok db 7/17/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 7/17/2019 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/19/2019

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 7/23/2019

Revised April 2015

Gunnison County
COLORADO

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

COUNTY OF GUNNISON

GUNNISON COUNTY CLERK
221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

SPECIAL EVENT LIQUOR PERMIT 2019

to sell/serve malt, vinous, and spirituous liquor for on-premises consumption at 13931 Co Rd 730, Gunnison, Colorado.

GUNNISON VALLEY MENTORS
101 N 8TH ST
GUNNISON, COLORADO 81230

Fee $100.00

Effective: Day, 9.12.2019 from 6:00 p.m. to 10:00 p.m.

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 7-15-19

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

Notice
Pursuant to the Liquor
Laws of Colorado
GUNNISON HINSDALE YOUTH SERVICES DBA
GUNNISON VALLEY MENTORS, 101 N 8TH ST,
GUNNISON, CO 81230 HAS REQUESTED THE
LICENSING OFFICIALS OF GUNNISON COUNTY,
OF GUNNISON, COLORADO, TO GRANT A
SPECIAL EVENT PERMIT AT THIS LOCATION,
ROCK HOUSE RANCH, 13931 COUNTY RD 730,
GUNNISON, COLORADO 81230 TO SELL/SERVE
MALT, VINOUS & SPIRITUOUS LIQUOR BY THE
DRINK FOR ON PREMISES CONSUMPTION.
DATE OF EVENT: 09-12-19, 6:00 P.M. TO 10:00
P.M. WRITTEN COMMENTS ON THIS
APPLICATION MAY BE SUBMITTED THROUGH
5:00 PM ON FRIDAY, JULY 12, 2019 TO THE
GUNNISON COUNTY CLERK & RECORDERS
OFFICE, KATHY SIMILLION, COUNTY CLERK,
221 N. WISCONSIN STREET, GUNNISON,
COLORADO 81230

DR 8439 (06/06/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

received 4-18-19

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT AND ONE OF THE FOLLOWING** *(See back for details.)*

- ☐ SOCIAL
- ☐ FRATERNAL
- ☐ PATRIOTIC
- ☐ POLITICAL
- ☐ ATHLETIC
- ☐ CHARTERED BRANCH, LODGE OR CHAPTER
- ☐ OF A NATIONAL ORGANIZATION OR SOCIETY
- ☐ RELIGIOUS INSTITUTION
- ☑ PHILANTHROPIC INSTITUTION
- ☐ POLITICAL CANDIDATE
- ☐ MUNICIPALITY OWNING ARTS FACILITIES

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	
2110	☑ MALT, VINOUS AND SPIRITUOUS LIQUOR	$25.00 PER DAY
2170	☐ FERMENTED MALT BEVERAGE (3.2 Beer)	$10.00 PER DAY

DO NOT WRITE IN THIS SPACE
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
Gunnison Hinsdale Youth Services, dba Gunnison Valley Mentors

State Sales Tax Number (Required)

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)
101 N 8th St, Gunnison, CO 81230

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)
Rock House Ranch
13931 County Road 730
Gunnison CO 81230-9736

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Kerry Lefebvre	12/14/1070	724 Cty Rd 16 Gunnison, CO 81230	970-641-1374
5. EVENT MANAGER : Tina McGuinness	07/05/1957	2249 Cty Rd 10 Gunnison, CO 81230	970-275-8534

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
☑ NO ☐ YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
☑ NO ☐ YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? ☑ Yes ☐ No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
09/12/2019				
Hours From 6 p.m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To 10 p.m.	To .m.	To .m.	To .m.	To .m.

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	DATE
Tina McGuinness	Executive Director	04/18/2019

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR 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 provisions of Title 12, Article 48, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)		TELEPHONE NUMBER OF CITY/COUNTY CLERK
Gunnison County Clerk & Recorder Office	☐ CITY ☑ COUNTY	970-641-1516

SIGNATURE	TITLE	DATE
Kathy Semmelroth	County Clerk	4-18-19

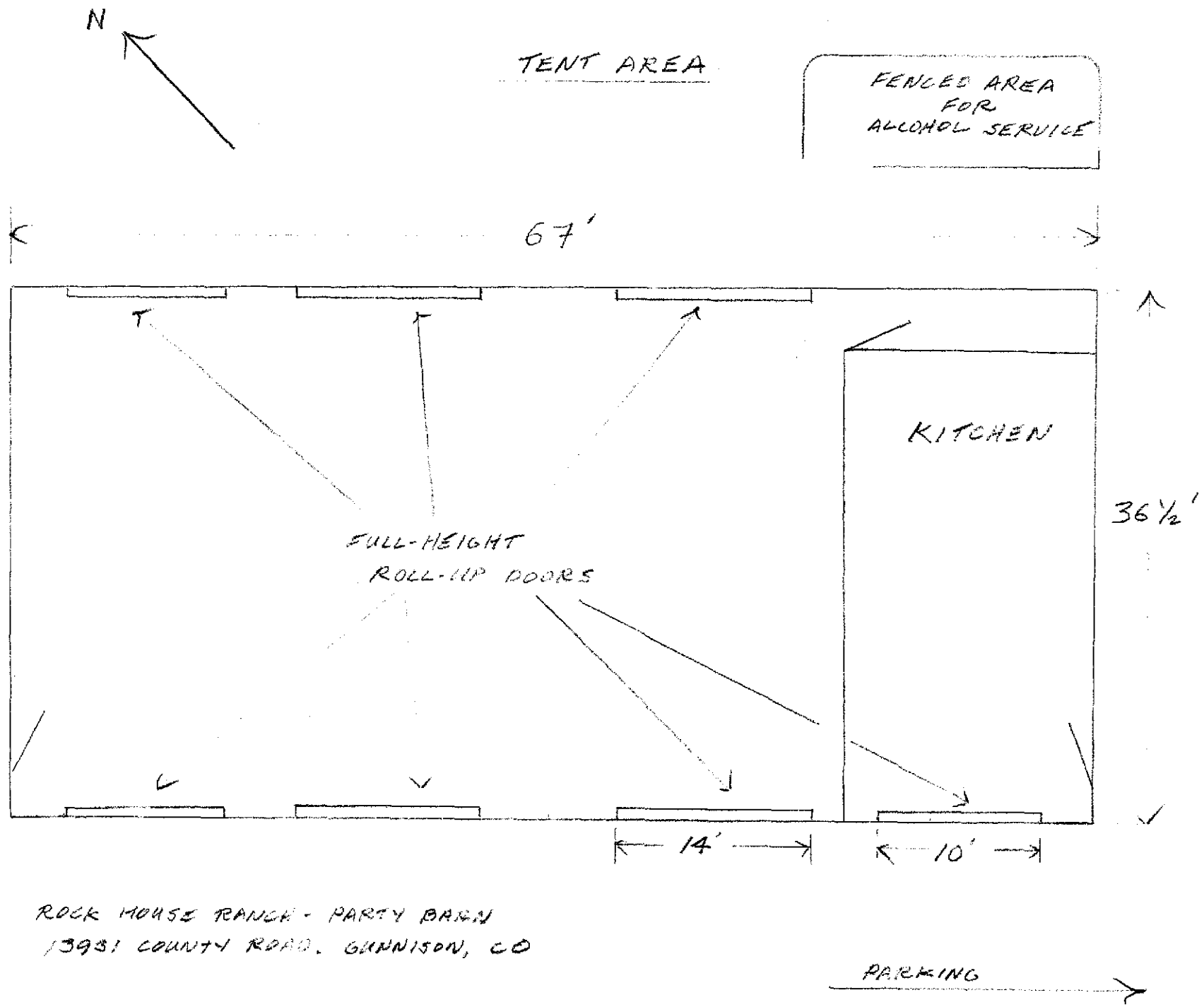
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	$.

(Instructions on Reverse Size)

GUNNISON HINSDALE YOUTH SERVICES DBA GUNNISON VALLEY MENTORS, 101 N 8TH ST, GUNNISON, CO 81230 HAS REQUESTED THE LICENSING OFFICIALS OF GUNNISON COUNTY, OF GUNNISON, COLORADO, TO GRANT A SPECIAL EVENT PERMIT AT THIS LOCATION, ROCK HOUSE RANCH, 13931 COUNTY RD 730, GUNNISON, COLORADO 81230 TO SELL/SERVE MALT, VINOUS & SPIRITUOUS LIQUOR BY THE DRINK FOR ON-PREMISES CONSUMPTION. DATE OF EVENT: 09-12-19, 6:00 P.M. TO 10:00 P.M. WRITTEN COMMENTS ON THIS APPLICATION MAY BE SUBMITTED THROUGH 5:00 PM ON FRIDAY, JULY 12, 2019 TO THE GUNNISON COUNTY CLERK & RECORDERS OFFICE, KATHY SIMILLION, COUNTY CLERK, 221 N. WISCONSIN STREET., GUNNISON, COLORADO 81230.



ROCK HOUSE RANCH - PARTY BARN
13981 COUNTY ROAD, GUNNISON, CO

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

GUNNISON/HINSDALE YOUTH SERVICES, INC.

is a

Nonprofit Corporation

formed or registered on 09/10/1990 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19901086270 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/17/2019 that have been posted, and by documents delivered to this office electronically through 04/18/2019 @ 11:47:27 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/18/2019 @ 11:47:27 in accordance with applicable law. This certificate is assigned Confirmation Number 11522285 .

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0752255943
July 28, 2017 LTR 4168C 0
84-1157649 000000 00
00033930
BODC: TE

GUNNISON HINSDALE
YOUTH SERVICES INC
GUNNISON VALLEY MENTORS
101 N 8TH ST
GUNNISON CO 81230-3505

018069

Employer ID Number: 84-1157649
Form 990 required: yes

Dear Taxpayer:

We issued you a determination letter in June 1992, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

Sincerely yours,

Teri M. Johnson
Operations Manager, AM Ops. 3

Special Event Safety Plan

Event: Gunnison Valley Mentors MentorFest at Rock House Ranch
Date: 9/12/2019

Event Type: GV Mentors fund raising event with dinner, music, live and silent auctions
Number of Participants: 150

Special Event Health and Medical Lead: Megan McKinley, 970-596-8990, mdziekan47@gmail.com

Safety Assets: 1. 20 volunteers will be available throughout the event.
2 will provide parking assistance
4 will provide event check-in
2 TIPs certified alcohol servers
2 Fire watch volunteers
2 Crowd control volunteers
8 at-large assigned as necessary and clean-up

2. CPR – 911 access
Mobile medical personnel (Wildnerness Medicine Certified) on site
Rock House Ranch manager on site throughout the event

3. Event barn has a concrete floor with commercial kitchen, on site water, sewer, electric and sound system.

Communications Plan:

- All volunteers will have Tina and Megan's cell phone numbers.
- In the event of emergency or incident, either can be reached via cell phone or through the event sound system – emcee.
- A designated location east of the kitchen will be available for medical assistance with a first-aid kit.
- Event volunteers will attend a Fire, Health & Safety Meeting prior to the start of the event.
- Procedures for reporting emergencies or incidents will be posted at the registration table (see attached).

Safety Measures:

- Roll-down garage doors will remain open during the event.
- Fire extinguishers are available at entrances / exits and in the kitchen.
- All cooking will take place in the commercial kitchen adjacent to the event barn.
- Emergency lighting is available in case of power outage.
- No smoking, candles or other flame is allowed.
- Guests will be instructed of safety precautions / exits / rest rooms in the opening remarks.
- Although guests can choose to drive themselves, transportation to and from the event will be arranged and provided by Alpine Express from both Crested Butte and Gunnison.

PERSONNEL POLICIES	Section: 124 Page 1 of 1
Topic: Policy on Emergency Notice	**Effective:** 9/15/05 **Revised:** 9/28/15

Emergency Procedures:

At least two GVM staff or volunteers should attend each sponsored activity so in case of an emergency at least one staff person can stay at the activity.

A. Accidents at a Program Activity

1. Megan McKinley is the Safety Lead – 970-596-8990. Tina McGuinness can also be contacted 970-275-8534.
2. *Contact Megan or Tina in case of incident.*
3. If the medical emergency is minor, provide first aid.
4. In case of major medical emergency, call for emergency assistance.
5. Based on seriousness of injury, call ambulance.
6. If conditions warrant, transport injured person to the hospital. At least one staff person should go to the hospital and one should stay at the activity.
7. Contact friend / S.O. of guest immediately.
8. Director is responsible for contacting insurance agency, the President of the Board of Directors and media if conditions warrant.

This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention ProcedureS) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.

TIPS®

Sincerely,

Adam F. Chafetz
HCI President

ID#: 4499222 Name: KERRY N LEFEBVRE
Exam Date: 3/17/2017 Expiration Date: 3/17/2020

TIPS® On Premise

CERTIFIED

Issued: 4/10/2017
ID#: 4499222

Expires: 3/17/2020

KERRY N LEFEBVRE
213 W Tomichi Ave
Gunnison, CO 81230-2723

For service visit us online at www.gettips.com
TIPS Trainer: Jessica Vogan, 59119

LIMITED USE OF RANCH FACILITIES AGREEMENT

THIS AGREEMENT is dated April 4, 2019 in Gunnison County, Colorado.

PARTIES. The Parties to this Agreement are:

Gunnison/Hinsdale Youth Services, Inc., a Colorado non-profit corporation, d/b/a Gunnison Valley Mentors whose address is 101N. 8th Street, Gunnison, CO 81230, hereinafter referred to as "Limited Use Party" or "LUP".

AND

Osborne Rock House Ranch, LLC, a Texas limited liability company, whose address is P.O. Box 8296, Wichita Falls, TX 76308, hereinafter referred to as "Ranch".

PROPERTY AND USE

RANCH has made available to the LUP its party barn located on the property at 13931 County Road 730, Gunnison, CO 81230 (the "Property").

TERM OF AGREEMENT

The term of this Agreement shall be in effect on September 12, 2019 for the GV MENTORS GALA, hereinafter referred to as "Event", unless sooner terminated as provided below.

TERMINATION

Either Party may terminate this Agreement with or without cause by giving written notice of termination to the other Party not less than ninety (90) days in advance. Alternatively, this Agreement may sooner be terminated by RANCH if LUP is in material breach of this Agreement and fails to cure such breach within five (5) days of receiving written notice. The performance by either party under this Agreement shall not be affected, impaired or excused because a party is unable to comply with any of its obligation under this Agreement if the same is prevented or delayed by reason of weather or other act of god, strike, labor troubles, national emergency, any governmental law, rule or regulation, reasons of supply and demand which have been or may be affected by war or other emergency.

TERMS OF USE OF THE PROPERTY

Methods and Means. LUP shall operate and perform the Event and its use of the Property in a manner that does not unreasonably interfere with the ongoing work or other activities of RANCH, its employees, contractors, or agents.

JM

Rules and Regulations. LUP agrees to comply with all posted signs, any rules and regulations that may be adopted and posted or otherwise provided to LUP by RANCH from time to time, and the directives of RANCH and its authorized agents pertaining to the use of or access to the Property. The RANCH may immediately exclude or remove any guests or person(s) accessing the Property under the LUP who violate any rules, regulations, or directives of the RANCH and its authorized agents.

Representations and Worker's Compensation Insurance. LUP shall not represent to any of its employees, volunteers, associates, customers, clients, participants, or to any third party that LUP's employees or volunteers are employees or volunteers of the RANCH. LUP acknowledges that a staff, employee, and/or volunteer relationship with LUP does not constitute employment with RANCH for purposes of the Worker's Compensation Act of Colorado, and LUP, its employees and volunteers shall not be entitled to RANCH worker's compensation benefits.

LUP Permitted Activities. Provided it is not a material breach of this Agreement, LUP shall be permitted to conduct its benefit Event on the Property which include: a dinner, live music, and silent and live auction ("LUP Activities" or "Activities").

LUP AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS the RANCH and its officers, members, shareholders, managers, affiliated companies, successors, contractors, landlords, assigns, licensees, employees, agents, and insurance carriers, ("Indemnified Parties") from any and all claims, liabilities, and litigation for injury or death to persons or damage to property arising in whole or in part from LUP's use or access to the Property, or any of LUP's Activities thereon, including claims of alleged or actual negligence against the Indemnified Parties. Each Indemnified Party shall have the right, in the Indemnified Party's sole discretion, to control the defense of any claim, for payment of the claim, including, without limitation, the right to designate counsel and to control all negotiations, litigation, arbitration, settlements, compromises, and appeals of the claim. LUP shall give prompt notice of any claim or potential claim to RANCH. **LUP further agrees to require its contractors, vendors, and caterers to also sign this Limited Use of Facilities Agreement.**

Insurance Requirements. LUP shall procure and maintain a policy or policies of general liability insurance, Liquor liability insurance, and workers compensation insurance, at its sole cost and expense, insuring both LUP and the Indemnified Parties against all claims, demands or actions arising in whole or in part from LUP's use or access to the Property, or the LUP's Activities thereon, the limits of such policy or policies to be in the amount not less than $1,000,000 in respect of injuries to or death of any one person, and in an amount not less than $2,000,000 in respect of any one accident or disaster, and in an amount not less than $500,000 in respect of property damaged or destroyed, or in such different amounts as the Indemnified Parties in their discretion may reasonably require from time to time. The policy or policies procured and maintained by LUP shall be primary and non-contributory with any other insurance of the Indemnified Parties. All such insurance shall be written by insurance companies satisfactory to RANCH. Such policies shall contain a written obligation on the part of

TM

each insurance company to notify RANCH at least 30 days prior to cancellation of any such insurance. Such policies shall be promptly delivered to RANCH and renewals thereof shall be delivered to RANCH at least 30 days prior to the expiration of the respective policy terms.

LUP hereby assumes any and all risk of loss, damage or injury occurring as a result of any of the above happenings or activities during the time that LUP is on or using the Property and specifically releases and discharges, in advance, the Indemnified Parties from any and all liability, including attorneys fees and costs.

The terms of this Agreement shall be in effect at all times LUP is undertaking LUP Activities on the Property. For all claims, accidents or events occurring or arising while this Agreement is in effect, the covenant to release defend, indemnify, and to hold harmless as well as the insurance provisions herein shall survive the termination or expiration of this Agreement until fully performed by LUP.

This Agreement shall be governed by the laws of the State of Colorado and the venue and jurisdiction for any legal action arising out of any matter which is the subject of this agreement shall be the District Court of Gunnison County, Colorado. LUP understands and acknowledges that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This Agreement is and shall be binding upon the members, directors, assignees, subrogors, distributors, successors and assigns of LUP.

OTHER CONSIDERATIONS

LUP shall be liable for all licenses (including but not limited to liquor licenses and bingo/raffle licenses), permits and fees associated with the utilization of the Property, and shall remove all trash and refuse from the Event and restore the used premises to broom clean condition afterwards.

NOTICES

All notices and communications required herein shall be in writing and shall be sent by registered or certified mail or by hand delivery to the addresses set forth above, with a copy to:

Michael Dawson 970 641-3326
O'Hayre Dawson PLLC
120 N. Taylor Street
Gunnison, CO 81230

SIGNS AND DISPLAYS. LUP shall not place signs or displays of any nature upon the Property except only for any signs or displays which have been previously approved by RANCH in writing.

JM

ENTIRE AGREEMENT

This written Agreement contains the entire and only agreement between LUP and RANCH as respects the use of the Property, and no oral statement or representations not contained herein shall be of any force and effect between the Parties. This Agreement shall not be modified or amended in any manner except by written instrument executed by the Parties.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first written above.

OSBORNE ROCKHOUSE RANCH, LLC
a Texas limited liability company

By: _____

Print Name: Robert W Osborne

Title: President

GUNNISON/HINSDALE YOUTH SERVICES, INC.,
a Colorado non-profit corporation,
d/b/a Gunnison Valley Mentors

By: Tina McGuinness - Tina McGuinness

Print Name: Tina McGuinness

Title: Executive Director

CONTRACTORS/VENDORS/CATERERS

Mario's Catering _____

_____ _____

_____ _____