AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Application for Colorado Liquor Sales Room; Buckel

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC

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

Summary:

State issued Liquor Sales Room license for Buckel Family Wine LLC dba Buckel Family wine located at 1018 Hwy 135, Gunnison.

Fiscal Impact:

Submitted by: Kathy Simillion **Submitter's Email Address:** ksimillion@yahoo.com

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok db 11/15/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 11/15/2019 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/15/2019

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

Agenda Date: 11/19/2019

Revised April 2015

DR 8057 (02/11/16)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division - 108
PO Box 173350
Denver, CO 80217-3350
Fax (303) 205-2341
Phone (303) 205-2300

received 11-1-19

Application for Colorado Liquor Sales Room

Regulation 47-428, 1 C.C.R. 203-2

☐ Malt Liquor ☒ Limited Winery ☐ Winery ☐ Distillery | ☐ Temporary (3 days or less) ☒ Permanent

1. Name of Applicant exactly as it appears on your current Colorado Liquor License.
Buckel Family Wine LLC

2. Trade Name of Applicant
Buckel Family Wine

3. State Sales Tax No.
30610814-0000

Applicant Liquor License No.
03-07474

4. Business Address of Applicant (Number and Street)
1018 Highway 135

City: Gunnison | State: CO | ZIP: 81230

5. Mailing Address (Number and Street)
PO Box 3146

City: Crested Butte | State: CO | ZIP: 81224

6. Phone Number
970-349-2071

7. Email Address
joe@buckelfamilywine.com

8. Sales Room Location (Full Address)
1018 Highway 135 Gunnison, CO 81230

9. Dates of Events: From Date: June 1st Time: 10 ☒ AM ☐ PM
To Date: _____ Time: 8 ☐ AM ☒ PM

10. Rights to Premises Granted by: (attach a copy of the Premises Use Authorization letter or lease if not previously submitted)

11. Renting/Leasing % Basis
☐ Yes ☒ No

12. If Yes, List % and Interested Party. Use Additional Sheet if Necessary.

13. Alcohol will be sold (check all that apply)
☒ For on-premises consumption ☒ For off-premises consumption

14. Additional Required Documents
☒ Attach an outlined diagram of proposed premises
☒ Attach a copy of the premises control plan describing how the premises will be controlled to ensure compliance with liquor code and rules. It must include restricting sales to minors and visibly intoxicated persons and insuring that customers cannot leave the premises with an open container of alcohol.
☒ Attach a copy of any contracts and/or operating agreements pertaining to the sales room.

Local Licensing Authority Name
Gunnison County

Date Application Copy Submitted to Local Licensing Authority
5/13/19

Applicant Signature

Title: Co-Founder | Date: 5/10/19

Notice to Local Licensing Authority

This application for a Sales Room will be granted to the above name applicant unless any of the below listed conditions apply. If any of these conditions apply please contact the State Licensing Authority immediately.

☐ Issuance of this permit would impact traffic, noise, or other neighborhood concerns in a manner that is inconsistent with local regulations or ordinances.

☐ If granted this permit would result in violations of the Colorado liquor code or the laws of the local government. (specify)

☐ Issuance of this permit would violate local zoning laws.

For events lasting three consecutive days or less, the Local Licensing Authority has **ten (10) business days** to submit its determination to the State Licensing Authority.

For events lasting four or more consecutive days, the Local Licensing Authority has **forty-five (45) days** to submit its determination to the State Licensing Authority.

Local Licensing Authorities can send the approval via mail or email to dor_led@state.co.us

If the Local Licensing Authority does not submit a response or determination within the time specified, the State Licensing Authority shall deem that the Local Licensing Authority has determined that the proposed sales room will not impact traffic, noise, or other neighborhood concerns in a manner that is inconsistent with local regulations or ordinances or that the applicant will sufficiently mitigate any impacts identified by the Local Licensing Authority.

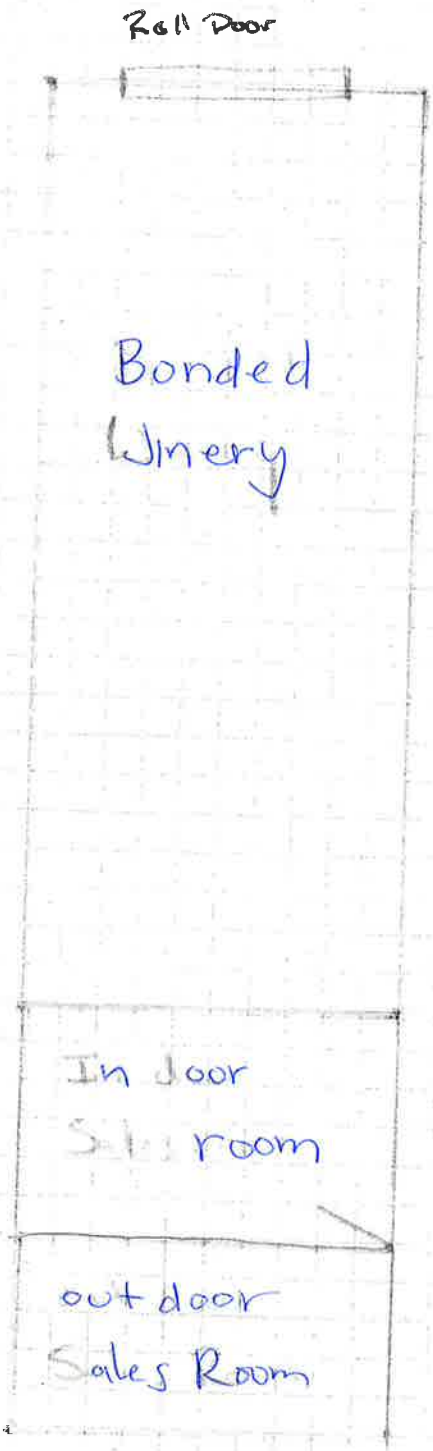
Licensing Authority Signature
☐ Object
☐ Do Not Object

Local Licensing Authority Contact Name/Phone Number

If the Local Licensing Authority objects to the sales room, provide a separate page with details of the objection.

Buckel Family Wine
Sales Room
1018 Hwy 135
Gunnison, CO 81230

Unit B



COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (sometimes referred to herein as simply the "Lease" or the "Agreement") is made and entered into as of the 1st of June, 2019 in Gunnison County, Colorado, between:

Gunnison Secure Storage, LLC, a Texas limited liability company ("Lessor")

&

Buckel Family Wine, LLC

("Tenant")

Article 1

1-1. FOR AND IN CONSIDERATION of the payment of rent and the keeping and performance of the covenants and agreements by the said Tenant, the Lessor has leased and by these presents does lease unto the Tenant the following described real property, together with the improvements situated thereon located within LOT 2, GUNNISON SECURE STORAGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 23, 2017 UNDER RECEPTION NO. 649865, COUNTY OF GUNNISON, STATE OF COLORADO, within the complex at 1012 State Highway 135, Gunnison, Colorado 81230, more particularly described as:

> Shop unit B on LOT 2, GUNNISON SECURE STORAGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 23, 2017 UNDER RECEPTION NO. 649865, COUNTY OF GUNNISON, STATE OF COLORADO, which has the street address 1018 Highway 135, Gunnison, CO 81230 (the "Premises").

1-2. TO HAVE AND TO HOLD the Premises with all appurtenances unto the said Tenant in accordance with the terms and conditions of this Lease from 8:00 a.m. the 1st of June, 2019 and will run for two years (the "Initial Term"), with a **monthly rental amount of $1650.** At the expiration of the Initial Term, Tenant shall have the option to extend the term of the Lease for an additional two years (the "Renewal Term") upon the same terms and conditions set forth herein except that the monthly rent amount shall increase 5% of the monthly rental amount in the Initial Term. To exercise such option to extend the term of the Lease, at least sixty days

this Lease in the manner it deems, in its sole discretion, to be in its best interest.

C. 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.

D. The paragraph headings used in this Agreement are for purposes of identification only and shall not be considered in construing this Agreement.

IN WITNESS WHEREOF, the parties have signed this Lease as of the day and year first above set forth.

Tenant:

Buckel Family Wines, LLC
Joe Buckel, Manager

X
Joe Buckel

Lessor:

Gunnison Secure Storage, LLC, a Texas Limited Liability Company
Ahren James Cattles, Manager

X
Ahren Cattles

Alcohol Management Plan - Salesroom 1018 Hwy 135, Gunnison, CO 81230

Licensee name - Buckel Family Wine, LLC **Trading name - Buckel Family Wine** **Licence number 4707474**

This plan is to be used as an operational **risk management** tool for dealing with alcohol related concerns and is regularly reviewed and updated.

This plan is to be followed by all staff and security while the premises is operating under an alcohol license. A copy will be maintained and be available to all staff at all times for reference.

This plan forms part of our Host Responsibility training. All staff are aware of alcohol, resource and noise management requirements for the premises.

It is our job to ensure the best result from any situation while maximizing safety of staff and customers and maintaining amenity and good order.

Every individual is a (potential) guest and must be treated so.

Things to consider

What aspects of intoxication/minors/customer behavior etc. pose a risk? e.g. excessive consumption; drink spiking; removal from premises, etc.

What actions will be taken before, during and after an event to mitigate risk?

How and where will you record an incident? Are there any other relevant documents e.g. a resource consent?

Intoxication

Identified risk	Risk level (LOW, MEDIUM or HIGH)	Risk management actions	Persons responsible	Resources / recording / outcome
person intoxicated wanting tasting of wine	Low	Assess potential client, erratic behavior, speech difficulty, smell of alcohol	Business/Tasting room representative	Notebook available to record any incidents, Identify resources ie EM security, Gunnison Police
person intoxicated wanting to purchase a bottle of wine	Low	Assess potential client, erratic behavior, speech difficulty, smell of alcohol	Business/Tasting room representative	Notebook available to record any incidents, Identify resources ie EM security, Gunnison Police

Minors

Identified risk	Risk level (LOW, MEDIUM or HIGH)	Risk management actions	Persons responsible	Resources / recording / outcoı
Minor trying to taste or purchase Alcohol	Medium	Check ID of anyone that looks under 30, and anyone in group that looks under 30.	Business/Tasting Room Representative	Drivers License resource to hel fake ID's, Notebook
Adults sharing alcohol with children	Low	Monitor all adults, communicate all appropriate laws and rules	Business/Tasting Room Representative	Notebook, Communication

Customer behavior

Identified risk	Risk level (LOW, MEDIUM or HIGH)	Risk management actions	Persons responsible	Resources / recording / outcor
Aggressive behavior	Low	Polite denial of tasting and bottle purchase	Business/Tasting Room Representative	Identify Security, Gunnison Polic Notebook
Intoxicated behavior	Low	Polite denial of tasting and bottle purchase	Business/Tasting Room Representative	Identify Security, Gunnison Polic Notebook
repeat sampling	Medium	identify tasters, only one sample flight per person.	Business/Tasting Room Representative	Identify Security, Gunnison Polic Notebook
Odd behavior in regards to a potential theft.	Low	Keep all sealed container secure and all sample containers in view. minimize access points to premise.	Business/Tasting Room Representative	Identify Security, Gunnison Polic Notebook
Removal of sample from premise	Medium	do not have too many customers/ samplers at any given time	Business/Tasting Room Representative	Identify Security, Gunnison Polic Notebook

Premises management

Identified risk	Risk level (LOW, MEDIUM or HIGH)	Risk management actions	Persons responsible	Resources / recording / outcor
Security of alcohol, cases - in locked area	Low	Ability to secure any alcohol not in clear view. Keep all samples and sealed containers in Premise and in clear view.	Business/Tasting Room Representative	Notebook, training
Security of alcohol, open sample bottles on table in clear view of business/tasting room representative in designated sales area. All open or sealed bottles will be put in secure area if for any reason the business or tasting representatives leave the area.	Low	Ability to secure any alcohol not in clear view. Keep all samples and sealed containers in Premise and in clear view.	Business/Tasting Room Representative	Notebook, training
Access to salesroom will be through a door that can be locked during off closed hours	Low	Allow time for proper set up of premise for tasting and sales	Business/Tasting Room Representative	Notebook, training
Samples will only be consumed in designated area, and sales in designated area	Low	Clearly marked boundary of premise. Make sure to create enough space for people to sample wine in designated area. Limit the number of people sampling at one time, communication with customer.	Business/Tasting Room Representative	Notebook, training