

Posted: _____

Remove: _____



Town of New Castle
450 W. Main Street
PO Box 90
New Castle, CO 81647

Administration Department
Phone: (970) 984-2311
Fax: (970) 984-2716
www.newcastlecolorado.org

Agenda

New Castle Town Council Special Meeting

Friday, January 17, 2020, 11:00 AM

Starting times on the agenda are approximate and intended as a guide for Council. The starting times are subject to change by Council, as is the order of items on the agenda.

Call to Order

Pledge of Allegiance

Roll Call

Meeting Notice

Conflicts of Interest

Agenda Changes

Citizen Comments on Items not on the Agenda

-Comments are limited to three minutes-

Items for Consideration

Recess the Town Council Meeting, Convene as the Local Liquor Licensing Authority

A. Consider an Application from EAT Bistro & Drinks, LLC for Modification of Existing Liquor Licensed Premises (11:05 a.m.)

Adjourn the Local Liquor Licensing Authority, Reconvene the Town Council Meeting

Council Comments

Adjourn

Memo

To: Local Liquor Authority
From: Melody Harrison, Town Clerk
Date: 1/2/2020
Re: EAT Bistro & Drinks Request for Modification of Premises

Request: EAT Bistro & Drinks requests a modification of their existing liquor licensed premises to include the new addition to their building located at 316 W Main Street in downtown New Castle.

Recommendation: Staff recommends Council consider approval the attached application for a modification of premises for EAT Bistro & Drinks liquor license to include the new addition. Staff notes that liquor is already approved for service on the original premises and that the application to be considered is to include the new addition to the existing building.

In addition, there is new manager, Mr. Jeremy Schmitz, who will be added to the license. Staff further comments that the liquor license including the new addition will not be issued until such time the applicant provides the Clerk's Office with copies of their health department licensing for the addition.

Policy Implications: The policy implication of Council's approval of this modification of licensed premises would allow EAT Bistro & Drinks the opportunity to increase their liquor service areas.

Budget Implications: Adopting staff's recommendation could increase sales tax revenues by increasing patronage at EAT Bistro & Drinks.

Melody L Harrison

Department Head (signature)

Background: EAT Bistro & Drinks filed the application on January 2, 2020, as required by the State Liquor Code. The public hearing has been properly noticed. The application is properly completed.

Permit Application and Report of Changes

Current License Number 03-08289
 All Answers Must Be Printed in Black Ink or Typewritten
 Local License Fee \$ 150.00

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 <u>03-08289</u>
--	---

2. Name of Licensee <u>EAT Bistro & Drinks LLC</u>	3. Trade Name <u>EAT Bistro & Drinks</u>
---	---

4. Location Address
316 West Main Street

City <u>New Castle</u>	County <u>Garfield</u>	ZIP <u>81647</u>
---------------------------	---------------------------	---------------------

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
<ul style="list-style-type: none"> • 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 44-3-301(8), C.R.S.) NO FEE 	<ul style="list-style-type: none"> <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 _____ Total Fee _____ <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x _____ Total Fee _____ <input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00
Section B – Duplicate License	
<ul style="list-style-type: none"> • 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 5. 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 5 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 5 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 5 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 5 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, or add Sidewalk Service Area**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 5 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** go to page 4 and complete question 9. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 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) **Campus Liquor Complex Designation**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 8) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 4 and complete question 11.

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 \$760 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(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 44-3-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only) Former manager's name _____ 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"/> Does manager have a financial interest in any other liquor licensed establishment? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	<p>9. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area</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>addition to existing premises</u></p> <hr/> <p>(b) If the modification is temporary, when will the proposed change: 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? (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 has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input type="checkbox"/> No <input checked="" 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> <p>(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p>
Campus Liquor Complex Designation	<p>10. Campus Liquor Complex Designation</p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex Yes <input type="checkbox"/> No <input type="checkbox"/></p>
Additional Related Facility	<p>11. Additional Related Facility</p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided 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 <i>Nolly Mogarero</i>	Title <i>Owner / Manager</i>	Date <i>01-02-20</i>
------------------------------------	---------------------------------	-------------------------

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 44, Articles 4 and 3, 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 44, Article 3, C.R.S., as amended.

Signature	Title	Date
-----------	-------	------

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (hereinafter the "Agreement")
Is entered into, this January 1st 2020, by and between:

Jeff Ellis and Molly Mogavero
316 W. Main Street / PO Box 453
New Castle, CO 81647
(970) 274-2205 / (970) 379-0093

Herein after referred to as the "Landlord"

AND
EAT Bistro & Drinks, LLC
PO Box 453
New Castle, CO 81647
(970) 984-7330

Herein after referred to as the "Tenant"

LANDLORD AND TENANT DO HERBY COVENANT, CONTRACT AND AGREE AS FOLLOWS:

1. The Premises

Landlord does hereby lease to the Tenant and the Tenant does hereby lease and take from Landlord of the property described as follows: 1500 square feet of commercial space.

2. Lease Term

This lease agreement shall commence on January 1st 2020, and shall terminate on December 31st 2025.

3. Lease Extension

The parties may choose to extend this agreement upon such terms as may be agreed upon in writing and signed by the parties at the time of any such extension.

4. Purpose

The Tenant may use the Premises for Restaurant use and no other purpose.

5. Rent

Tenant shall pay to Landlord as Rent the Amount of Two Thousand Four Hundred dollars (\$2,400.00) payable monthly (hereinafter the "Rent") in advance without demand on or before the 5th day of each month at PO Box 453, or at such other place as the parties can agree upon.

A security deposit of Two Thousand Four Hundred dollars (\$2,400.00) equal to one month's rent shall be held by the Landlord for unpaid rents or damage to the Premises beyond normal wear and tear.

Last month's rent of Two Thousand Four Hundred dollars (\$2,400.00) shall be held by the Landlord to be applied to the Tenant's last month of occupancy.

The Tenant agrees that rent shall be paid in lawful money of the United States.

During the term of this lease, Tenant shall be liable for a one-time adjustment in operating expenses six months after tenancy. Excepting the one time operating expense adjustment, the landlord shall pay all operating expenses incurred during each calendar year for the maintenance, administration, and operation of the building. The operating expenses include but are not limited to all cleaning, utilities, landscaping, real property taxes, parking maintenance, insurance premiums, repairs and maintenance, and other charges of the like.

6. Assignment and Subleasing

The Tenant shall not assign the Agreement, or sublease or grant any license to use the premises or any part thereof without the prior written consent of the Landlord. Consent by the Landlord to one such assignment, subleasing or license shall not be deemed to be a consent to any subsequent assignment, sublease or license. Any assignment, sublease or license without the prior written consent of the Landlord or an assignment of subleasing by operation of law shall be absolutely null and void and shall, at the Landlord option, terminate the Agreement.

7. Improvements and Repairs

Tenant shall make no alterations or improvements to the Premises without first obtaining the express written consent of Landlord. The Landlord shall also be solely responsible for repairs or improvements to the structure and to the exterior of the building.

8. Insurance

If the Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the cost of repair not covered by insurance.

Landlord shall maintain fire and extended coverage insurance on the Building and the Premises in such amounts, as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises.

Tenant and Landlord shall, each at its own expense, maintain policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of body injury, property damage or combination thereof. Landlord shall not be required to maintain insurance against thefts within the Premises or the Building.

9. Utilities

Landlord shall be liable for general utility charges as they become due, including those for water, sewer, gas, electricity, and other services and utilities used by Tenant on the Premises during the term of the Lease Agreement.

10. Signs

Tenant shall not affix any sign, advertisement or notice without prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too inconsistent with or inappropriate to the Premises or use of any other Tenant. Tenant shall repair all damage to the Premises resulting from the removal of signs installed by Tenant.

11. Building Rules

Tenant will comply with the rules of the Building adopted by Landlord and will cause all of its agents, employees, invitees and visitors to do so; all changes to Building rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto and incorporated herein for all purposes.

12. Termination

Landlord may terminate this lease for any one of the following or any other caused permitted by law:

- a. arrears or rent or additional rent
- b. the bankruptcy or insolvency of the Tenant
- c. substantial damage to or destruction of the Premises
- d. any significant willful or negligent damage to the Premises caused by the Tenant or by persons permitted on the Premises by the Tenant
- e. a material change in the use of the Premises by the Tenant in particular (without limiting the generality of this provision), any change that affects the Landlords building insurance or that constitutes a nuisance.
- f. any unauthorized assignment or subletting of this lease by the Tenant
- g. any sale or material change in use of the building in which the Premises are located by the Landlord
- h. repeated violations of the building's rules.

13. Surrender of Premises

At the expiration of the Agreement, the tenant shall immediately surrender the Premises in the same condition as at the start of the agreement, reasonable use and wear thereof and damages by the elements excepted; and the Tenant shall return to the Landlord a complete set of keys to the Premises and provide the Landlord in writing, the Tenant's forwarding address.

14. Headings

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

15. Governing Law

This Lease is governed by the statutory and case of the State of Colorado. The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety.

Executed this Wednesday, January 1st 2020.

Landlord:

Tenant:

Print Name: Jeff Ellis

Print Name: EAT Bistro & Drinks

Signature: 

Signature: 

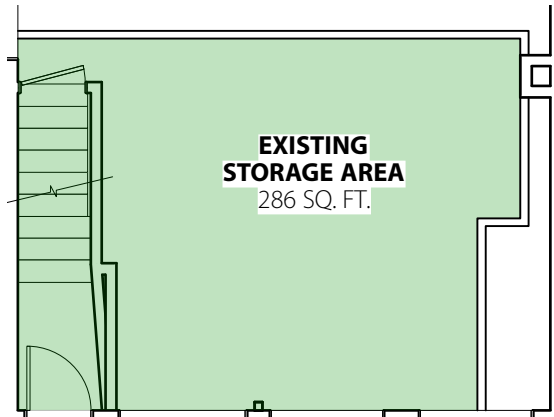
Date: 1/1/2020

Date: 1/1/2020

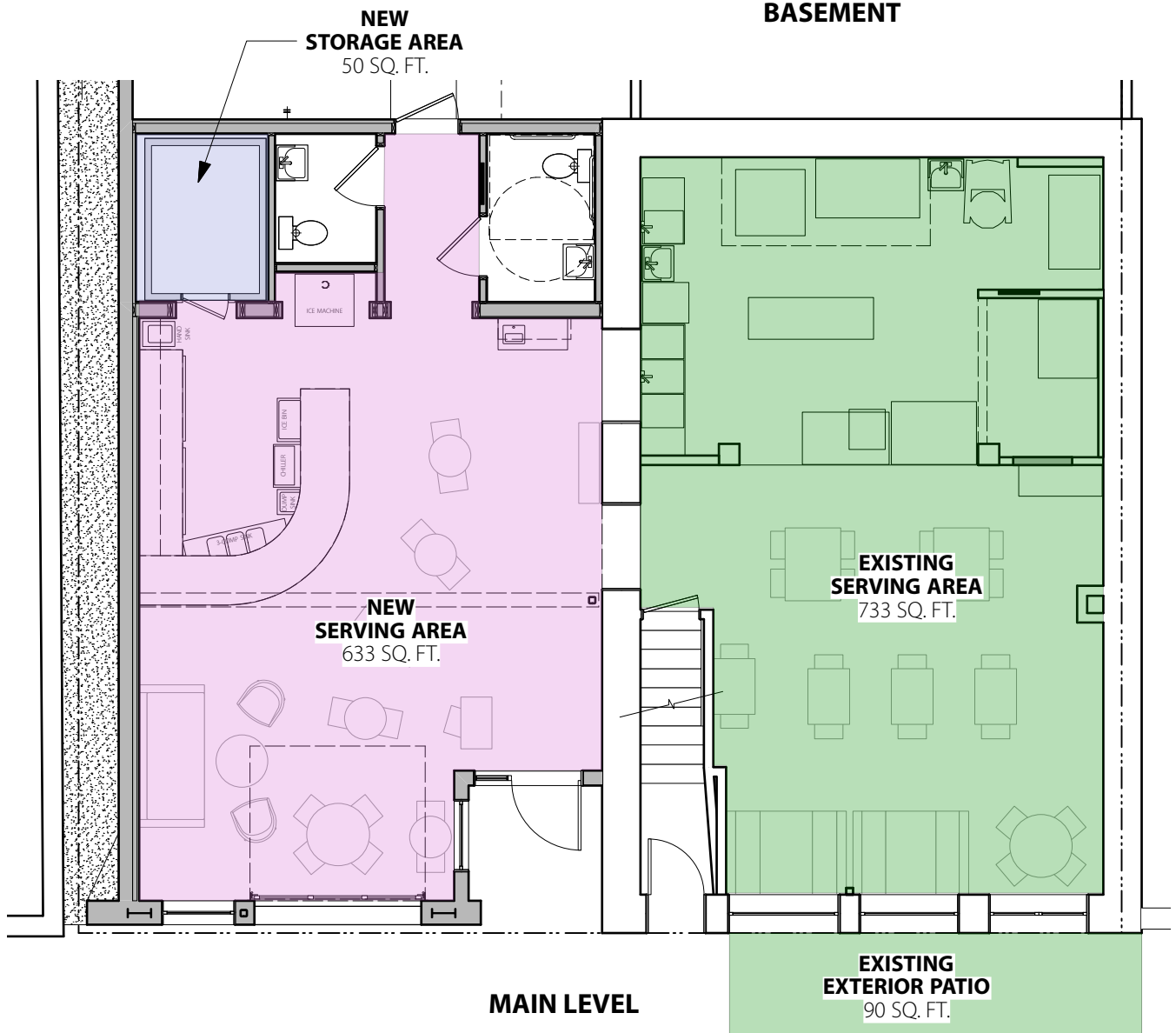
AREA TOTALS:

EXISTING SERVING 733 SQ. FT.
EXISTING PATIO 90 SQ. FT.
NEW SERVING 720 SQ. FT.
TOTAL SERVING 1,543 SQ. FT.

EXISTING STORAGE 286 SQ. FT.
NEW STORAGE 50 SQ. FT.
TOTAL STORAGE 336 SQ. FT.



BASEMENT



MAIN LEVEL

ALCOHOL SERVING & STORAGE AREA PLANS



scale: 1/8" = 1'-0"
01/01/20

