AGENDA

February 12, 2019

BOARD OF COMMISSIONERS
104 CRESTONE AVE.

COMMISSIONER’S MEETING ROOM
SALIDA, COLORADO

PLEASE NOTE: The Agenda times are approximate; items may be discussed before or after the times listed below.

9:00 a.m. Regular meeting of the Board of Commissioners

Pledge of Allegiance

☐ Review public meeting list
☐ Public Comment
☐ Minutes of

A. Contract/Grant Consideration:
   • Corvinus camera surveillance contract – Administrator Christiansen

B. 9:15 a.m. - Public Hearings and consideration of recommendations from the January 29, 2019 Planning Commission Meeting (see attached) with regard to the following matters:
   a. Name of Subdivision: Lion Mountain Minor Subdivision Appellants: Paul G. Douglas & Paula K. Douglas Location: 12995 County Road 190 E Zone: Rural Request: To divide 40.57 acres into 3 lots with the minimum lot size being 2.20 acres. Water by wells, wastewater treatment by on-site wastewater systems. – Planner Barton
   b. Name of Subdivision: Larks Perch Major Subdivision Appellants: 9479 Hutchinson LLC, c/o Integrity Trust Company Location: 9479 Hutchinson Lane, Salida Zone: Rural Request: To divide 36.87 acres into 14 lots with the minimum lot size being 2.01 acres. Water by wells, wastewater treatment by on-site wastewater systems. – Planner Barton
   c. Name of Subdivision: Centerville Ranch Major Subdivision Appellants: George Love, Don Weeke and Don Love Location: 18010 U.S. Highway 285, Nathrop Zone: Rural Request: To divide 502.34 acres into 210 lots with the minimum lot size being 1.04 acres. Water by wells, wastewater treatment by on-site wastewater systems. – Planning Manager Roorda

C. METAB Discussion on determination of areas to be considered for funding – METAB Board Members
D. Consider request for funding for the new Chaffee County Community Foundation (continued from February 5th, 2019 meeting).

E. Consider a request from Amber Waves Adventures LLC DBA American Adventure Expeditions for a renewal of a Hotel and Restaurant (County) Liquor License.

Consent Agenda:
- Report from the County Veteran Service Officer for the month of January, 2019
- Pay Bills

Old Business:
- County Project Status Report
- Fire Protection Boundary Update
- Cottonwood FLAP

Potential Road Trip

****The official posting site for the Chaffee County Board of Commissioners meeting agenda’s is at the County Court House.

Day-to-Day Oversight and Supervision: From time to time throughout the year, two or more Commissioners may meet to discuss day-to-day oversight of County property and/or supervision of employees. Such meetings are held in accordance with C.R.S. § 24-6-402(2)(f) and, therefore, prior notice may not be posted. No policies, positions, resolutions, rules or regulations are adopted at day-to-day business meetings, nor is any formal action taken. Accordingly, no official minutes of day-to-day business meetings may be kept.

It is the policy of Chaffee County that all County sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA, please call the County’s ADA Coordinator at 719-539-3463 or e-mail hvones@chaffeecounty.org at least three (3) business days prior to the scheduled meeting or event to request an accommodation.
CHAFFEE COUNTY SERVICES CONTRACT

This Contract ("Contract") is made and entered into __________, 2019, and is between the County of Chaffee, State of Colorado, acting by and through the Board of Commissioners of Chaffee County, Colorado ("County") and Corvinus Group, LLC ("Contractor").

The County desires to contract for the services of Contractor as an Independent Contractor pursuant to the terms and conditions of the attached Exhibit A.

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. Performance of Services.

   a. Scope of Services. The attached Exhibit A describes the work to be performed (the "Work"), with respect to Contractor procuring the necessary equipment to install and upgrade the security cameras and related systems at the Chaffee County Detention Center. Although, Contractor is not required to observe particular working hours or work a specified number of hours, Contractor agrees that time is of the essence and represents that the Work can be completed by May 1, 2019. Contractor shall determine whether it possesses the sufficient training and background to carry out specific requests for services. Except as expressly provided in this Contract, Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing the Work. Contractor shall perform the Work in strict accordance with this Contract.

   b. Quality of Performance. The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.

   c. Other Activities. Contractor may engage in other activities for compensation provided they do not conflict with the responsibilities or limitations set forth in this Contract.

   d. Subcontractors. Contractor may hire, at its expense, any subcontractors if approved in writing by County and provided such assistants do not, in County's sole discretion, hinder County's business, subject to the below Prohibitions on Public Contract for Services.

   e. Reports. Contractor has no duty to provide any reports to County except those that County deems necessary to determine the amount of fees and expenses owed to Contractor pursuant to this Contract or those required by law.
2. **Independent Contractor.** Contractor is an independent contractor and is responsible for all taxes (including employment taxes) and insurance applicable under existing laws with respect to the fees paid under this Contract. Neither Contractor, nor its subcontractors, employees or agents shall have authority to bind the County in any contract or agreement. Neither Contractor, nor its subcontractors, employees, or agents will have any claim or right to participate in any retirement, bonus, welfare or benefit plans of County. Contractor acknowledges that its employees and subcontractors are not entitled to unemployment insurance benefits or workers' compensation benefits from Chaffee County, its elected officials, agents, or any program administered or funded by Chaffee County.

3. **Fees.** Exhibit A details Contractor's Fees. Payment for the Work rendered pursuant this Agreement, as set forth in Exhibit A, shall not exceed **One Hundred Thirty-Eight Thousand Three Hundred and Eight Dollars ($138,308.00)**. Payment is set at a contract rate for the Work and is not set as a salary or hourly-employment rate.

County shall pay Sixty-Nine Thousand One Hundred and Fifty-Four Dollars ($69,154.00), which is fifty-percent (50%) of the Fees for material costs within five (5) working days of the contract's execution.

Provided that the Work was fully performed, subject to the provision herein, final payment of the remaining Sixty-Nine Thousand One Hundred and Fifty-Four Dollars ($69,154.00), shall not be due until Contractor has complied with all requirements of the Agreement and the County has inspected and approved the Work. Payments may be withheld by the County on account of (1) defective work or Services not remedied, (2) damage to the County, or (3) unsatisfactory services by Contractor. The County may withhold payment of all disputed amounts until such dispute is resolved to the satisfaction of both Parties. Upon termination, County shall pay Contractor for services rendered, less any damages suffered by County as a result of termination by County for cause. If the Work is acceptable, the County will pay the remaining fees within thirty (30) days of County's receipt of the Contractor's final invoice.

4. **Expenses.** Except as set forth in Exhibit A, Contractor is responsible for Contractor's expenses and overhead, including without limitation, travel, insurance, material and equipment expenses, and expenses in connection with furthering Contractor's skills or membership in professional societies and organizations.

5. **Term, Termination and Related Remedies.**

   a. **Term.** This Contract is effective as of the above date and will continue through May 1, 2019.
b. **Termination.** Either party may terminate this agreement for any reason or no reason at all by giving the other at least fifteen (15) days written notice at the address shown below.

c. **Remedies.** Upon termination, County's sole liability to Contractor shall be to pay compensation with respect to the Work which has been completed, and County shall have the entire right, title and interest in and to such Work. If County terminates this Contract because Contractor has materially breached this Contract, County shall have all rights and remedies available at law or equity.

d. **Constitutional Requirements.** The other provisions of this Contract notwithstanding, financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. County is prohibited by law from making financial commitments beyond the term of its current fiscal year. County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of County as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, County shall have the right to terminate this Contract by providing seven days written notice to the Contractor, and will be released from any and all obligations hereunder. If County terminates the Contract for this reason, County and Contractor shall be released from all obligations to perform Work and make payments hereunder, except that County shall be required to make payment for Work which has been performed by Contractor prior to the effective date of termination under this provision; and, conversely, Contractor shall be required to complete any Work for which County has made payment prior to providing written notice to Contractor of the termination.

6. **Representations and Warranties.** Contractor represents and warrants the following:

   a. **Title.** Contractor owns (and, to the extent developed during the term of this Contract, will own) the entire right, title and interest in and to the deliverables and there are no claims, liens or clouds on such title. The deliverables are Contractor's original creation, or if not original, do not infringe upon the copyrights of any person or business.

   b. **Performance.** For a period of ninety days following final acceptance of the deliverables by County, the deliverables will perform in accordance with specifications and documentation in all material respects. Contractor shall immediately remedy any differences.

   c. **Required Permits and Compliance with Law.** Contractor has obtained all authorizations and permits necessary or required by law in connection with the services provided pursuant to this Contract. Contractor shall materially comply with all relevant laws, regulations and ordinances in rendering services under this Contract.
d. **Insurance.** Contractor has obtained and shall continue to maintain at its own expense, and without cost to County, insurance protection from a company authorized to do business in Colorado, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

   i. **Comprehensive General Liability** in the amount not less than those limits of liability established from time to time for governmental entities under the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-114. Currently, such limits are $350,000.00 per person and $990,000.00 per occurrence. This coverage should be provided on an ISO 1998 Form or the most current form. Coverage to include:
   1. Premises
   2. Products/Completed Operations if Work includes a manufacturing operation
   3. Broad Form Comprehensive, General Liability

   ii. **Automobile Liability.** Minimum limits are required to be $1,000,000.00 for each occurrence. Coverage must include:
   1. All vehicles owned, non-owned, and hired to be used on the Contract;

   iii. **Employer’s Liability, Workers’ Compensation and Unemployment Insurance.** Contractor shall secure and maintain employer’s liability, Workers’ Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of employees, if any, engaged in work under the Contract. The term ‘employee’ and/or ‘independent contractor’ will be defined for the purpose of this Contract by reference to regulations of the Department of Labor, Social Security and the Internal Revenue Service. Employer’s Liability is required for minimum limits of $100,000.00 Each Accident; $500,000.00 Disease-Policy Limit; $100,000.00 Disease-Each Employee.

   iv. **Named Insured and Certificates of Insurance.**

   1. Chaffee County, at Contractor’s sole expense, shall be named as insured or additional insured on all insurance policies required under this Contract. The “additional insured” wording shall be as follows: County of Chaffee, State of Colorado, a body corporate and politic, is named as Additional Insured.

   2. Contractor shall furnish County prior to the commencement of Work under this Contract and annually thereafter copies of company-issued Certificates of Insurance policies obtained by Contractor in compliance with this paragraph demonstrating that the insurance requirements have been met, and Contractor shall ensure that County is notified in writing and at least thirty days in advance of any
amendment or cancellation of such policy or policies.

These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified without thirty days written notice to the County.

Certificates shall be forwarded to:
Dan Short, Finance Department
Chaffee County
P.O. Box 699
Salida, CO 81201

7. **Non-discrimination.** The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, *et seq.*, as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices.

8. **Nondiscrimination Provisions Binding on Subcontractors.** In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

9. **Indemnification.** The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the work under this Contract. The Contractor will defend, indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control. In addition, the parties reserve the right to bring tort claims in the event of the discovery of an intentional fraud committed during contract performance. Nothing in this indemnification agreement shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended and as may be amended from time to time. This section shall survive the termination of this Contract.

10. **No Waiver of Breach.** County's failure to insist upon strict compliance with the provisions of this Contract will not be construed in any way as a waiver of any of County's rights or privileges. All remedies afforded in this Contract shall be cumulative, that is, in addition to every other remedy provided in this Contract or by law.

11. **Prohibitions on Public Contract for Services.**
a. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract; or enter into a contract with a subcontractor who fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract.

b. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Contract through participation in either the E-Verify Program or Department Program.

c. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while the Contract is in effect.

d. If Contractor obtains actual knowledge that a Subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

   i. Notify the Subcontractor and the County within three (3) days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien (“Notice”); and

   ii. Terminate the Subcontract with the Subcontractor if within three (3) days of receiving the Notice required the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

e. Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

12. **Certification Regarding Employing or Contracting with an Illegal Alien.** If Contractor has any employees or subcontractors, Contractor shall comply with C.R.S. § 8-17.5-101, *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract/Addendum, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under the Contract and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under the Contract.

13. **Prohibition on Acceptance of Gifts.** Pursuant to Section 3 of Art. XXIX of the Constitution of the State of Colorado, County Employees or contractors cannot accept any gifts, meals, theatre or sporting event tickets unless:
a. the aggregate value of things received from a single source does not exceed $59/calendar year; or
b. the County employee/elected official gave the donor consideration of equal or greater value; or
c. an enumerated exception applies.


a. Contractor Cooperation. Contractor shall cooperate and provide County all information requested by County for the purpose of submitting legally-required reports or forms to state or federal agencies including, without limitation, the Internal Revenue Service and the Colorado Department of Revenue.

b. Amendment. This Contract may be amended only by a written instrument signed by the parties to this Contract.

c. Successors and Assigns; Assignment by Contractor Prohibited. The rights and obligations of County under this Contract will inure to the benefit of and will be binding upon the successors and assigns of County. Contractor may not pledge, assign or transfer either this Contract or any of the payments or benefits under this Contract without the written consent of County.

d. Severability. If a tribunal of competent jurisdiction determines that any provision of this Contract is void, illegal, or unenforceable, the other provisions will remain in full force and effect. Any provision determined to be void, illegal, or unenforceable will be limited so that this Contract will remain in effect to the fullest extent permissible by law.

e. Breach. Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

f. Termination of Prior Agreements. This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

g. Third Party Beneficiary. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

h. Notices. All notices shall be in writing. Notices will be deemed to have been duly given if delivered personally or if mailed via certified mail (return receipt requested and postage prepaid) and confirmed by such certified mail receipt, given by facsimile
or e-mail confirmed by receipt, or sent by courier confirmed by receipt, addressed to the party at the address set forth below or at such other address as either party may designate to the other in accordance with this Section. Notices shall be deemed to be given on the date of receipt, except that if delivery is refused, notice shall be deemed given on the fifth (5th) day after it is sent.

i. **Counterparts.** The parties may execute this Contract in any number of counterparts, each of which will be deemed an original.

j. **Statutory Requirements.** This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

k. **Entire Agreement.** All exhibits to this Contract and provisions set forth in County’s Request for Proposal and Contractor’s responses to County’s Request for Proposal, if any, together with any alterations and/or modifications, are incorporated as part of this Contract and such represents the entire agreement between County and Contractor with respect to the transactions contemplated by this Contract and supersedes all previous negotiations, commitments, letters of intent and other writings.

l. **Priority of Provisions.** In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

1st: This Contract unless otherwise provided for in a subsequent agreement
2nd: Request for Proposal (if applicable)
3rd: Insurance Requirements
4th: Exhibit A - Scope of Services and details of Contractor’s Fees
5th: Response to Request for Proposal (if applicable)

m. **Controlling Law and Jurisdiction.** The interpretation and performance of this Contract shall be construed under the laws of Colorado, without regard to choice of law principles.
Contractor

By: __________________________
Print Name: ____________________
Title: __________________________

Federal ID #: ____________________

Notice Address:
______________________________
______________________________
______________________________

Fax: __________________________

(If this Contract is executed on behalf of a corporation, it must be signed by an agent duly authorized by the corporation to execute such Contract, and if specified by the corporate bylaws, the corporate seal must be affixed to the Contract by the Secretary of the corporation or other authorized keeper of the corporate seal.)

Board of Commissioners of Chaffee County

By: __________________________
Greg Felt, Chairman

Notice Address:
Attention: County Attorney
P.O. Box 699
Salida, Colorado 81201

Fax: 719.539.7442
Chaffee County Board of Commissioners
P.O. Box 699/104 Crestone Ave.
Salida, CO 81201
719.539.2218/www.chaffecounty.org

BID SCOPE

The Chaffee County Detentions Center is seeking to replace the current surveillance camera system in the Detentions Center.

Current Surveillance System:

The current surveillance system is a hybrid of Analog and digital cameras operating on both CAT5 and Paired Siamese cable system to a central location recording to 4 DVRs with 48 active cameras.

We are looking to replace the current system within three (3) months of acceptance of this bid. Prospective bidders are welcome to arrange a walk through before submitting a bid by contacting Damon Harris as listed below. A county services contract will be issued to the successful bidder, and upon execution of the contract, a written “notice to proceed” will be issued by the county.

Bid Deadline: The deadline for the bid is to be submitted to: Robert Christiansen, County Administrator, Chaffee County no later than December 7, 2018, 4:00 p.m.

The bid should include:

- Upgrade currently installed cameras (48) and adding 37 to all IP based digital cameras. Cameras should have IR capability and be vandal resistant.

- Installing a server capable of handling 90+ cameras with a hot swappable capability and storage of at least 10TB.

- The installation of 85 cameras including 2 exterior PTZ cameras. (Replacing 1 currently in operation and adding a second one).

- Approximately 50% of existing cameras are on CAT5. The remaining cameras on Paired Siamese. All wiring will need to upgrade to CAT5E.

- Bid should include cost for installation, supplies, and incidentals such as connectors, power supplies, ETC.
Submittal Requirements:

Bids will be accepted electronically by sending to Robert Christiansen at bchristiansen@chaffeecounty.org or received by mail by the December 7, 2018 – 4:00 p.m. deadline. Mailed bids send to Chaffee County, c/o County Administrator, P.O. Box 699, Salida, CO 81201.

Project Completion Deadline:

The new surveillance camera system for the Chaffee County Detention Center will be 100% completed by no later than March 31, 2019.

Chaffee County reserves the right to reject any and all bids related to this project.

Contacts:

Any questions, please contact Damon Harris at dharris@chaffeesheriff.org or Jason LaPointe at jason@chaffeeouty.org.
Date: Original: October 6; Updated: January 24, 2018
To: Chaffee County Commissioners
From: Michael Hannigan
Executive Director, Chaffee County Community Foundation (CCCF)
RE: Updated Request for Support for CCCF

Thank you for the opportunity to provide an overview of the Chaffee County Community Foundation (CCCF) during the Commissioner’s meeting last October.

On behalf of our Board of Directors, I am writing to request financial support for the important work of CCCF so that we can better serve our community in the future.

As you know, in the fall of 2017, Envision Chaffee County launched an extensive public planning and action program to craft a better future for Chaffee County. CCCF emerged as one of the high-priority projects from that Envision process.

CCCF has a unique opportunity to build on Envision momentum. CCCF will be able to engage diverse stakeholders to develop innovative solutions to challenges common across the intermountain west. Community members describe the Foundation as a “game-changer” that will not only support multiple Envision programs, but also develop the capacity to find solutions, and support program execution with local grant-making and technical training.

Because we are a “startup” effort, we need to raise funds to make CCCF a sustainable entity able to serve the county far into the future. In particular, funding for our infrastructure will make a dramatic difference in our ability to continue our momentum.

CCCF is already making an impact on the nonprofit sector and Envision projects with dynamic nonprofit workshops and technical support. A recent workshop drew 48 participants representing 24 different nonprofit organizations. Another example is the Chaffee County Community Checkup, which will become a long-term project under CCCF’s umbrella. A third example is our fiscal sponsorship for the Buena Vista Singletrack Coalition and its highly successful “1% for Trails” campaign.
To make rapid progress, we need your support. Here are the things that would help the most:

Foundant Community Suite software system: $ 8,000
Infrastructure (computer, printer, phones, website, etc.): $ 6,200
Nonprofit grant funding and technical support: $ 9,000

Total: $ 23,200

Funding for any or all of these items would make a dramatic difference in our forward momentum. We are aware that budgets are always tight, and we strongly believe in “high-quality frugality” in our financial planning for CCCF.

However, we also believe that the time has come to create a powerful force for philanthropy in our mountain communities. With your support, CCCF will become that force.

Individual donors have already stepped forward to provide initial funding for our early work. We are reaching out to others every day. People are beginning to understand both the mission of CCCF and its potential to impact the quality of life in Chaffee County.

Chaffee County will face unprecedented pressures—and opportunities—in coming years. CCCF will be alert to these emerging needs, and respond quickly and effectively, convening groups including donors, nonprofit leaders, and elected officials to work together on community problem-solving.

Our vision is focused on inspired philanthropy that will create transformative results. We hope you will help us make a lasting impact on Chaffee County.

Thank you for your leadership, caring, and hard work for all of us.

Please let me know if you have questions or need additional information.

Cell: 719-207-5601
Email: michaelhannigan7@gmail.com
Date: February 6, 2019
To: Chaffee County Liquor Board
From: Lori Mitchell, County Clerk

RE: Agenda Item for the February 12th Board of County Commissioners Meeting

Amber Waves Adventures LLC DBA American Adventure Expeditions has made application to renew the Hotel & Restaurant (County).

The application packet is complete, the proper fees have been paid and a report from the Sheriff shows there have been no incidents that might cause concern on the licensed premises over the past year.
RETAIL LIQUOR OR 3.2 BEER
LICENSE RENEWAL APPLICATION

AMERICAN ADVENTURE EXPEDITIONS
12844 E HWY 24 & 285
BUENA VISTA CO 81211

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

Licensee Name
AMBER WAVES ADVENTURES LLC

Liquor License #
15-48433-0000

Liquor License #
15484330000

License Type
Hotel & Restaurant (county)

Expiration Date
05/03/2019

DBA
AMERICAN ADVENTURE EXPEDITIONS

Operating Manager
Michael Kissack

Date of Birth
04/07/1970

Home Address
7135 W 39th Ave
DENVER CO 80211

Manager Phone Number
719 395 2409

Email Address
mike@americanadventure.com

Street Address
12844 EAST HWY 24 & 285 BUENA VISTA CO 81211

Mailing Address
12844 E HWY 24 & 285 BUENA VISTA CO 81211

1. Do you have legal possession of the premises at the street address above? YES NO

2. Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease

3. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO

4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO

5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business
Amber N Kissack

Director of Client Services

Signature

Date
01.22.19

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For

Signature

Date

Title

Attest
February 4, 2019

Chaffee County Board of Commissioners
Attn: Lori Mitchell
P.O. Box 699
Salida, Colorado 81201

We recently were notified that Amber Waves Adventures dba American Adventure Expeditions, 12844 W Hwys 24/285, Buena Vista, Colorado, applied to renew a Hotel and Restaurant Liquor License.

During the past year, deputies have not reported any incidents that might cause concern involving Amber Waves Adventures dba American Adventure Expeditions. The Chaffee County Sheriff’s Office does not see any reason to deny renewal of this license.

Sincerely,

[Signature]

Joseph McGuire, Undersheriff
Chaffee County Sheriff’s Office
Salida, Colorado 81201
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Certification by County Veterans Service Officer

I hereby certify, the above captioned monthly report is true and accurate. I have been paid the following amount(s) for the month of January, 2019 from Chaffee county.

Salary $1,109.83
Expenses $
Office Space $
Telephone $
Office Supplies $
Travel $
Training Conference $
Other $

TOTAL $1,109.83

Signature of County Veterans Service Officer

Date 1/31/19

Certification by County Commissioner or Designee

In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised 9-11-2015:

_____________________________ County Commissioner or Designee of

_____________________________ County

_____________________________ Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

Submit this form no later than the 15th day the following month.

Mail to:
Colorado Division of Veterans Affairs
Attention: Director
1355 South Colorado Blvd.
Building C, Suite 113
Denver, Colorado 80222