



**TOWN OF BRECKENRIDGE
LIQUOR LICENSING AUTHORITY**

**Regular Meeting
Tuesday, January 15, 2013; 9:00 AM
Town Hall Auditorium**

- 1) Call to Order, Roll Call**
- 2) Approval of Minutes-December 18, 2012**
- 3) Approval of Agenda**
- 4) Consent Calendar**
- 5) Public Hearing; Action Items-NONE**
- 6) Informal Discussion**
 - a) Red, White & Blue Update
 - b) Police Department Update
 - c) Town Clerk Update
 - d) Public Comment
- 7) Adjournment**

**Breckenridge Liquor Licensing Authority
Regular Meeting
Tuesday, December 18, 2012**

1) Call to Order, Roll Call

Chair Katz called the meeting to order at 9:08 a.m. The following Liquor Licensing Authority members answered roll call: Mr. Montepare, Mr. Blank, Mr. Garrett and Chair Katz. Mr. Tatro was absent.

2) Approval of Minutes- November 20, 2012

With no comments or corrections to the meeting minutes of November 20, 2012, Chair Katz declared they would stand approved as presented.

3) Approval of Agenda

There were no changes to the agenda.

4) Consent Calendar

RENEWALS

1. Mini Mart, Inc d/b/a **Loaf N Jug #60**
440 N Park Ave
3.2 % Beer (Off Premise) License
2. Bubba Gump Shrimp Co. Restaurants, Inc d/b/a **Bubba Gump Shrimp Co/
Restaurant & Market**
10 W Adams
Hotel & Restaurant License
3. Keystone Food & Beverage Co. d/b/a **One Ski Hill Place**
1521 Ski Hill Rd
Resort Complex License
4. Nine Mile Skid, LLC d/b/a **South Ridge Seafood Grill**
215 S Ridge St
Hotel & Restaurant License

CHANGE OF MANAGER/CORPORATION

1. The Village at Breckenridge Acquisition Corp, Inc d/b/a **Village at
Breckenridge Resort & Breckenridge Mountain Lodge**
605 S Park St. & 600 S Ridge St
Corporation Change/Officers Changes: Monique A Tuttle replacing Fiona E.
Arnold, James C. O'Donnell replacing Jeffrey W. Jones, Patricia A.
Campbell replacing Robert A. Katz
2. Keystone Food & Beverage Co d/b/a **DoubleTree at Breckenridge**
550 Village Rd
Change of manager- Christofer Torsleff replacing Ron Neville

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With no comments, questions, or requests to pull any items off the consent calendar, Chair Katz declared the consent calendar would stand approved as presented.

5) Public Hearing; Action Items

- a) Broken Ski Pizza & Pub, INC d/b/a Broken Ski Pizza & Pub
1900 Airport Road, Bldg A, Units 3 & 4
Hotel and Restaurant License
Chelsea R. Ehls –Owner/Manager
-Chelsea Ehls spoke to the Liquor License Authority about her decision to proceed with a new application for a Hotel & Restaurant license. They currently have a beer & wine license; however their customers would like to have spirits available.
Mr. Blank move to approve the application for Broken Ski Pizza & Pub, Inc. for a new Hotel & Restaurant Liquor License located at 1900 Airport Rd., Building A, Units 3 & 4, Breckenridge, CO.
The motion passed 4-0.
- b) The Flatbread Pizza Co., LLC d/b/a The Flatbread Pizza Co.
550 South Main St., Unit 3M
Beer & Wine License
Daniel & Audra Lewis-Owners/Managers
-Daniel Lewis spoke to the Liquor License Authority regarding his business.
Mr. Blank move to approve the application for The Flatbread Pizza Co. for a new Beer & Wine Liquor License located at 550 South Main St., Unit 3M, Breckenridge, CO.
The motion passed 4-0.

6) Informal Discussion

- a) Red, White & Blue Update
Jay Nelson stated that there were no substantial issues related to the influx of people for the Dew Tour. There were multiple calls related to the concert; several medical issues after the concert with a mostly younger crowd having severe reactions from drugs and alcohol. The RWB has been working with the PD in several areas in the town to look at overcrowding and occupancy limits.
- b) Police Department Update
Detective Blank gave a Dew tour update; there were some outside alcohol issues outside of the Riverwalk Center; The crowd at the concert was very young and they were impacted by alcohol and drug use; Criminal mischief seems to be down for this year related to the Dew tour; The Toyota transport was very helpful for helping with driving people around instead of them drinking and driving. Over Thanksgiving there was a big incident outside of Burke & Riley's, the investigation is ongoing.

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- c) Town Clerk Update
Nothing to report.
- d) Public Comment
There was no public comment.

7) Adjournment

With no further business to discuss, Chair Katz adjourned the meeting at 9:45a.m. The next regular meeting will be held on Tuesday, January 15, 2013.

Submitted by Mistaya Pierpont, Municipal Services

ATTEST:

Linda Coxen, Town Clerk

J. B. Katz, Chair

DRAFT

M E M O R A N D U M

TO: Liquor Licensing Authority
FROM: Town Clerk
DATE: January 15, 2013
SUBJECT: Liquor License Consent Calendar

RENEWALS

1. Paisano's II LLC d/b/a **Taddeo's**
655 S Park Ave. Plaza A Unit A-2
Hotel & Restaurant License
2. Blue Flame Concepts Inc d/b/a **Giampietro Pizza and Pasta**
100 N Main St
Beer & Wine License
3. Whales Tale LLC d/b/a **Whales Tail**
323 S Main St
Hotel & Restaurant License
4. Valdor Mountain Lodge Owners Assoc. Inc d/b/a **Valdor
Mountain Lodge**
500 Village Rd
Tavern License
5. Mauka, Inc d/b/a **Twist**
200 S Ridge St
Hotel & Restaurant License
6. Beaver Run Homeowners Assoc. d/b/a **Beaver Run
Resort/Spencer's Bar**
620 Village Rd
Resort Complex with Related Facilities

M E M O R A N D U M

TO: Liquor Licensing Authority
FROM: Town Clerk
DATE: December 27, 2012
SUBJECT: Approved Special Events

There were no special events approved during the month of December.

BEFORE THE EXECUTIVE DIRECTOR, DEPARTMENT OF REVENUE

STATE OF COLORADO

STIPULATION, AGREEMENT, AND ORDER
SA 12-176

IN THE MATTER OF:

**BBI ACQUISITION CO
D/B/A BRECKENRIDGE BREWERY
600 SOUTH MAIN STREET
BRECKENRIDGE, COLORADO 80424**

Brew Pub License No. 24-54458-0000

The State of Colorado, Liquor Enforcement Division ("Division") and BBI Acquisition CO, d/b/a Breckenridge Brewery, 600 South Main Street, Breckenridge, Colorado 80424 ("Licensee") hereby stipulate and agree as follows:

1. Licensee has been the subject of an investigation conducted by the Division. Agents of the Division allege violations of the Colorado Liquor Code, Section 12-47-901(1)(a.5)(I), C.R.S.

IT IS ALLEGED THAT:


- A. On September 17, 2012, the Licensee, by and through its employee/agent Kelly Philby, permitted the selling, serving, giving, or procuring of an alcohol beverage (Breck Lager brand malt liquor) to LD-12-004, a eighteen-year-old Liquor Enforcement Division underage purchaser.
2. Licensee acknowledges receipt of sufficient notice, advisement of rights, and process of the proceedings and wishes to resolve all issues which were the subject of the investigation, by entering into this Stipulation, Agreement, and Order ("Order").
3. The Division and Licensee have discussed the merits of the investigation and allegations, and they have come to a mutual agreement and understanding to jointly propose to the State Licensing Authority a resolution of the allegations in lieu of proceeding to the issuance by the State Licensing Authority of an Order to Show Cause and conducting a hearing to determine the merits of such allegations. The terms and conditions of this Order are subject to approval by the State Licensing Authority.
4. Licensee admits the violations as alleged above in paragraph 1.

5. Licensee agrees, in lieu of the issuance of an Order to Show Cause, and subsequent proceedings, to submit to the following sanctions:
 - A. A **fifteen (15) day** suspension of Licensee's **brew pub license** to take place as follows:
 - i. License to be actively suspended for **five (5) days** from 12:01 a.m. on **December 24, 2012** until 11:59 p.m. on **December 28, 2012**.
 - ii. During any period of active license suspension, Licensee will post signs on its premises in compliance with Regulation 47-600(F), 1 C.C.R. 203-2.
 - iii. **Ten (10) days** of the suspension to be held in abeyance for a period of one (1) year, from the date of approval of this agreement by the state licensing authority, pending no further violations of the Colorado Liquor Code during this period.
6. The Licensee has filed a written petition to the Division in accordance with 12-47-601(3), C.R.S. requesting that the Licensee be allowed to pay a fine in lieu of active suspension. The Division finds that the petition supports the following:
 - A. That the public welfare and morals would not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes; and
 - B. That the books and records of the Licensee are kept in such a manner that loss of sales of alcohol beverages which the Licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy therefrom; and
 - C. That the Licensee has not had its license or permit suspended or revoked, nor had any suspension stayed by the payment of a fine, during the two (2) years immediately preceding the date of the motion or complaint which has resulted in this stipulation and agreement.

7. The parties agree that the fine shall be the equivalent of twenty percent (20%) of the Licensee's estimated gross revenues from the sales of alcohol beverages during a period of five (5) days, except that the fine shall not be less than two hundred dollars (\$200.00) nor more than five thousand dollars (\$5,000.00). The parties agree that the average days' sales for the month of September 2012 shall be the appropriate measure of said estimated gross revenues. Based upon these records, the amount of the fine has been determined to be \$3228.00.
 - A. Payment of the fine pursuant to the provisions of this agreement shall be in the form of a **certified check or a cashier's check** made payable to the Colorado Department of Revenue. Said fine shall be paid to the Department of Revenue on or before December 17, 2012.
 - B. Upon the timely payment of the fine agreed upon in this paragraph, Licensee's five (5) day suspension as set forth in paragraph 5 of this stipulation and agreement shall be deemed automatically permanently stayed.
 - C. If the Licensee fails to make payment in a timely manner as detailed in this paragraph, the full five (5) day suspension shall be served as detailed in paragraph 5.
8. This Order shall be admissible as evidence in future proceedings concerning any alleged violation of this Order. The matters at issue in said future proceeding shall be limited to the question of whether or not Licensee has failed to comply with the terms of this Order. Any issues relating to the underlying complaint or investigation that formed the basis for action against Licensee (and any defenses that Licensee may have to such complaint and investigation) shall specifically not be at issue in the proceeding against Licensee for failing to comply with the terms of this Order. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are proven, or Licensee enters into a stipulation in lieu of hearing in which it admits such allegations, the State Licensing authority shall, in addition to any other penalty imposed, order Licensee to serve all or any days of suspension presently held in abeyance pursuant to this agreement. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are unproven, then the Division shall take no further action and this Order shall remain operative and in full force and effect.

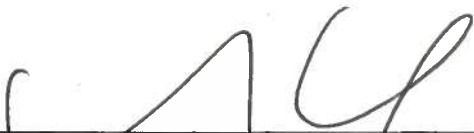
9. Upon execution by all parties, this Order and all its terms shall have the same force and effect as an order entered after a formal hearing pursuant to § 12-47-601, C.R.S., except that it may not be appealed. Failure to comply with the terms of this Order may be sanctioned by the State Licensing Authority as set forth in §§12-47-103(9) (b) and 12-47-601, C.R.S.
10. Licensee expressly agrees and acknowledges that Licensee has entered into this Order knowingly and voluntarily. Licensee acknowledges that the terms of this Order were mutually negotiated and agreed upon. After the opportunity to consult with legal counsel, Licensee affirms that Licensee has read this Order and fully understands its nature, meaning and content. Licensee agrees that upon execution of this Order, no subsequent action or assertion shall be maintained or pursued by Licensee asserting the invalidity in any manner of this Order.
11. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Order shall be given full force and effect.
12. Licensee understands and knowingly and voluntarily enters into this Order. Licensee further understands and knowingly and voluntarily waives the following rights:
 - a. The right to a formal disciplinary hearing on the merits of the matters forming the basis of this Order and the right to require the State Licensing Authority to meet its burden of proof in a formal hearing;
 - b. The right to cross-examine all witnesses against Licensee at a formal hearing;
 - c. The right to subpoena witnesses, present evidence and to testify on Licensee's own behalf at a formal hearing;
 - d. The right to be represented by counsel of Licensee's own choosing and at Licensee's expense at any stage of this proceeding;
 - e. The right to engage in pre-hearing discovery of the State Licensing Authority's evidence; and
 - f. The right to appeal this Order.

13. All the costs and expenses incurred by Licensee to comply with this Order shall be the sole responsibility of the Licensee, and shall not in any way be the obligation of the Division.
14. This Order shall be effective on the date approved and ordered by the Executive Director of the Department of Revenue, as the State Licensing Authority. Should the State Licensing Authority reject the terms hereof, Respondent's admissions herein shall be withdrawn, and the matter scheduled for a hearing after issuance of an Order to Show Cause.
15. Upon approval and order of the State Licensing Authority, this Order shall become a permanent part of the record, and shall be open to public inspection and published pursuant to the Division's standard policies and procedures or applicable law.



Don Burmania
Director
Liquor Enforcement Division


12/13/12
Date



Sarah Hanley
Breckenridge Brewery
BBB Acquisition Co.

12/12/2012
Date

APPROVED and ORDERED this 20th day of December 2012.



Barbara J. Brohl
Executive Director
Department of Revenue
State Licensing Authority

BEFORE THE EXECUTIVE DIRECTOR, DEPARTMENT OF REVENUE

STATE OF COLORADO

STIPULATION, AGREEMENT, AND ORDER
SA 12-175

IN THE MATTER OF:

**THE LOST CAJUN LLC
D/B/A THE LOST CAJUN
411 SOUTH MAIN STREET UNIT 4
BRECKENRIDGE, COLORADO 80424**

Hotel & Restaurant License No. 47-00369

The State of Colorado, Liquor Enforcement Division ("Division") and The Lost Cajun LLC, d/b/a The Lost Cajun, 411 South Main Street Unit 4, Breckenridge, Colorado 80424 ("Licensee") hereby stipulate and agree as follows:

1. Licensee has been the subject of an investigation conducted by the Division. Agents of the Division allege violations of the Colorado Liquor Code, Section 12-47-901(1)(a.5)(I), C.R.S.

IT IS ALLEGED THAT:

- A. On September 17, 2012, the Licensee, by and through its employee/agent Rebecca Schaafsman, permitted the selling, serving, giving, or procuring of an alcohol beverage (Bud Light brand malt liquor) to LD-12-004, a eighteen-year-old Liquor Enforcement Division underage purchaser
2. Licensee acknowledges receipt of sufficient notice, advisement of rights, and process of the proceedings and wishes to resolve all issues which were the subject of the investigation, by entering into this Stipulation, Agreement, and Order ("Order").
3. The Division and Licensee have discussed the merits of the investigation and allegations, and they have come to a mutual agreement and understanding to jointly propose to the State Licensing Authority a resolution of the allegations in lieu of proceeding to the issuance by the State Licensing Authority of an Order to Show Cause and conducting a hearing to determine the merits of such allegations. The terms and conditions of this Order are subject to approval by the State Licensing Authority.
4. Licensee admits the violations as alleged above in paragraph 1.

5. Licensee agrees, in lieu of the issuance of an Order to Show Cause, and subsequent proceedings, to submit to the following sanctions:
 - A. A **fifteen (15) day** suspension of Licensee's **hotel & restaurant license** to take place as follows:
 - i. License to be actively suspended for **five (5) days** from 12:01 a.m. on **January 21, 2013** until 11:59 p.m. on **January 25, 2013**.
 - ii. During any period of active license suspension, Licensee will post signs on its premises in compliance with Regulation 47-600(F), 1 C.C.R. 203-2.
 - iii. **Ten (10) days** of the suspension to be held in abeyance for a period of one (1) year, from the date of approval of this agreement by the state licensing authority, pending no further violations of the Colorado Liquor Code during this period.
6. The Licensee has filed a written petition to the Division in accordance with 12-47-601(3), C.R.S. requesting that the Licensee be allowed to pay a fine in lieu of active suspension. The Division finds that the petition supports the following:
 - A. That the public welfare and morals would not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes; and
 - B. That the books and records of the Licensee are kept in such a manner that loss of sales of alcohol beverages which the Licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy therefrom; and
 - C. That the Licensee has not had its license or permit suspended or revoked, nor had any suspension stayed by the payment of a fine, during the two (2) years immediately preceding the date of the motion or complaint which has resulted in this stipulation and agreement.

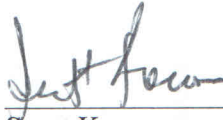
7. The parties agree that the fine shall be the equivalent of twenty percent (20%) of the Licensee's estimated gross revenues from the sales of alcohol beverages during a period of five (5) days, except that the fine shall not be less than two hundred dollars (\$200.00) nor more than five thousand dollars (\$5,000.00). The parties agree that the average days' sales for the month of September 2012 shall be the appropriate measure of said estimated gross revenues. Based upon these records, the amount of the fine has been determined to be \$200.00.
- A. Payment of the fine pursuant to the provisions of this agreement shall be in the form of a **certified check or a cashier's check** made payable to the Colorado Department of Revenue. Said fine shall be paid to the Department of Revenue on or before January 14, 2013.
- B. Upon the timely payment of the fine agreed upon in this paragraph, Licensee's five (5) day suspension as set forth in paragraph 5 of this stipulation and agreement shall be deemed automatically permanently stayed.
- C. If the Licensee fails to make payment in a timely manner as detailed in this paragraph, the full five (5) day suspension shall be served as detailed in paragraph 5.
8. This Order shall be admissible as evidence in future proceedings concerning any alleged violation of this Order. The matters at issue in said future proceeding shall be limited to the question of whether or not Licensee has failed to comply with the terms of this Order. Any issues relating to the underlying complaint or investigation that formed the basis for action against Licensee (and any defenses that Licensee may have to such complaint and investigation) shall specifically not be at issue in the proceeding against Licensee for failing to comply with the terms of this Order. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are proven, or Licensee enters into a stipulation in lieu of hearing in which it admits such allegations, the State Licensing authority shall, in addition to any other penalty imposed, order Licensee to serve all or any days of suspension presently held in abeyance pursuant to this agreement. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are unproven, then the Division shall take no further action and this Order shall remain operative and in full force and effect.

9. Upon execution by all parties, this Order and all its terms shall have the same force and effect as an order entered after a formal hearing pursuant to § 12-47-601, C.R.S., except that it may not be appealed. Failure to comply with the terms of this Order may be sanctioned by the State Licensing Authority as set forth in §§12-47-103(9) (b) and 12-47-601, C.R.S.
10. Licensee expressly agrees and acknowledges that Licensee has entered into this Order knowingly and voluntarily. Licensee acknowledges that the terms of this Order were mutually negotiated and agreed upon. After the opportunity to consult with legal counsel, Licensee affirms that Licensee has read this Order and fully understands its nature, meaning and content. Licensee agrees that upon execution of this Order, no subsequent action or assertion shall be maintained or pursued by Licensee asserting the invalidity in any manner of this Order.
11. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Order shall be given full force and effect.
12. Licensee understands and knowingly and voluntarily enters into this Order. Licensee further understands and knowingly and voluntarily waives the following rights:
 - a. The right to a formal disciplinary hearing on the merits of the matters forming the basis of this Order and the right to require the State Licensing Authority to meet its burden of proof in a formal hearing;
 - b. The right to cross-examine all witnesses against Licensee at a formal hearing;
 - c. The right to subpoena witnesses, present evidence and to testify on Licensee's own behalf at a formal hearing;
 - d. The right to be represented by counsel of Licensee's own choosing and at Licensee's expense at any stage of this proceeding;
 - e. The right to engage in pre-hearing discovery of the State Licensing Authority's evidence; and
 - f. The right to appeal this Order.

13. All the costs and expenses incurred by Licensee to comply with this Order shall be the sole responsibility of the Licensee, and shall not in any way be the obligation of the Division.
14. This Order shall be effective on the date approved and ordered by the Executive Director of the Department of Revenue, as the State Licensing Authority. Should the State Licensing Authority reject the terms hereof, Respondent's admissions herein shall be withdrawn, and the matter scheduled for a hearing after issuance of an Order to Show Cause.
15. Upon approval and order of the State Licensing Authority, this Order shall become a permanent part of the record, and shall be open to public inspection and published pursuant to the Division's standard policies and procedures or applicable law.



Don Burmania
Director
Liquor Enforcement Division



Scott Keuss
The Lost Cajun

1/4/13

Date

12-27-12

Date

APPROVED and ORDERED this 8th day of January, 2013.



Barbara J. Brohl
Executive Director
Department of Revenue
State Licensing Authority