



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
City Clerk	Erin Kelley - City Clerk	March 7, 2023

ITEM

Baubles and Bottles LLC dba Riveting Experience Jewelry, Liquor License 03-11949 Change of Location Request.

BACKGROUND

A Change of Location Liquor application was received on January 10, 2023. Riveting Experience Jewelry has requested to change locations from 121 N F Street to 109 North F Street, Unit B and a hearing was scheduled and noticed for the February 21st meeting. The original application had the incorrect unit listed, therefore the hearing was rescheduled for March 7th and a new notice was published in the paper. The current licensed address was physically posted as well as the new location each time. They have passed a fire and police inspection for the new location. State and local payments have been submitted.

FISCAL NOTE

STAFF RECOMMENDATION

Staff recommend approving Baubles and Bottles LLC dba Riveting Experience Jewelry, LL 03-11949, request to change their liquor licensed location.

SUGGESTED MOTION

Following a public hearing on the matter, a Licensing Authority member should make a motion to approve a change of location for Baubles and Bottles LLC dba Riveting Experience from 121 N F Street to 109 N F Street, Unit B, followed by a second and a roll call vote.

Permit Application and Report of Changes

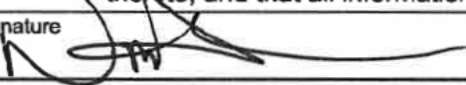
All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company		License Number 03-11949	
2. Name of Licensee Baubles and Bottles LLC		3. Trade Name of Establishment (DBA) Riveting Experience Jewelry	
4. Address of Premises (specify exact location of premises) 121 North F Street		5. Business Email Address rivetingexperiencejewelry@gmail.com	
City Salida	County Chaffee	State CO	ZIP 81201
Business Phone Number 719-530-3032			
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.			
Section A – Manager Reg/Change		Section C	
<input type="checkbox"/> Manager's Registration (Hotel & Restr.) \$30.00 <input type="checkbox"/> Manager's Registration (Tavern) \$30.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$30.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE <i>Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i>		<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 checked="" type="checkbox"/> Change Location Permit (ea) \$150.00 <input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change \$150.00 <input type="checkbox"/> Change, Alter or Modify Premises <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> \$150.00 x Total Fee: </div> <input type="checkbox"/> Addition of Optional Premises to Existing H/R <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> \$100.00 x Total Fee: </div> <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> \$160.00 x Total Fee: </div> <input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00	
Section B – Duplicate License			
<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

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="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-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.</p> <p>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="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> <tr> <td> </td> <td> </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 \$750 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 <u>11/01/23</u> Date of Hearing <u>2/21/25</u> 317123 EK</p> <p>(a) Address of current premises <u>121 North F Street</u></p> <p style="margin-left: 20px;">City <u>Salida</u> County <u>Chaffee</u> ZIP <u>81201</u></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="margin-left: 20px;">Address <u>109 North F Street unit A B EK</u></p> <p style="margin-left: 20px;">City <u>Salida</u> County <u>Chaffee</u> ZIP <u>81201</u></p> <p>(c) New mailing address if applicable.</p> <p style="margin-left: 20px;">Address <u>109 North F Street unit A B EK</u></p> <p style="margin-left: 20px;">City <u>Salida</u> County <u>Chaffee</u> State <u>CO</u> ZIP <u>81201</u></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>								

Campus Liquor Complex Designation	11. Campus Liquor Complex Designation An institution of higher education or a person who contracts with the institution to provide food services (a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex <input type="checkbox"/> Yes <input type="checkbox"/> No
Additional Related Facility	12. Additional Related Facility 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. (a) Address of Related Facility _____ (b) Outlined diagram provided <input type="checkbox"/> Yes <input type="checkbox"/> No

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 	Print name and Title CEO	Date 1/10/23
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) City of Salida		Date filed with Local Authority 1/10/23
Signature	Title Administrator	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

PUBLIC NOTICE

Notice is hereby given that an application has been presented to the City of Salida Local Liquor Licensing Authority for a Change of Location for the Lodging and Entertainment License at 121 N F Street, Baubles and Bottles LLC dba Riveting to 109 N F Street, Unit A.

A hearing on the application received January 10, 2023 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, February 21, 2023 in the City Council Chambers, 448 East 1st Street, Salida, Colorado. At said time and place, any interested persons may appear to be heard for or against the granting of said license.

LIQUOR LICENSING AUTHORITY

Erin Kelley, City Clerk

Published in The Mountain Mail January 13, 2023

PUBLIC NOTICE

Notice is hereby given that an application has been presented to the City of Salida Local Liquor Licensing Authority for a Change of Location for the Lodging and Entertainment License at 121 N F Street, Baubles and Bottles LLC dba Riveting to 109 N F Street, Unit B.

A hearing on the application received January 10, 2023 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, February 21, 2023 in the City Council Chambers, 448 East 1st Street, Salida, Colorado. At said time and place, any interested persons may appear to be heard for or against the granting of said license.

LIQUOR LICENSING AUTHORITY

Erin Kelley, City Clerk

Published in The Mountain Mail February 14, 2023

NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

Boulders and Bottles LLC dba

Riveting Experience, LL 03-11949 at
121 N F Street

**HAS REQUESTED THE LICENSING
OFFICIALS OF** City of Salida
TO change liquor location
LICENSE AT: 121 N F Street

TO 109 N F Street unit B
HEARING ON APPLICATION TO BE HELD AT:

Touber Building 448 E 1st Street
Room 190

TIME AND DATE: 3/7/23
~~2/21/23~~

DATE OF APPLICATION: January 10, 2023

BY ORDER OF: City Council

OFFICERS: City Council

448 E 1st Street, Suite 112

Attn. City Clerk

Salida, CO 81201

ADDRESS OF THE PLACE AT WHICH PETITIONS OR REMONSTRANCES MAY BE FILED

Liquor and Beer License Hearing Sign

RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this 6th day of January, 2023 BETWEEN:

V & R Properties

(the "Landlord")

- AND -

Baubles and Bottles LLC

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the condo, municipally described as 109 North F Street Unit B, Salida, Colorado 81201 (the "Property"), for use as retail location.
2. Subject to the provisions of this Lease, apart from the Tenant and the Tenant's immediate family members, no other persons will live in the Property. N/A
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord. N/A
4. No animals are allowed to be kept in or about the Property without the revocable written permission of the Landlord.

16. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
- a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
 - c. unplugging toilets, sinks and drains;
 - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
 - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
 - f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
 - g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
 - h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
 - i. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

17. The Tenant may not use the Security Deposit as payment for the Rent.
18. Within the time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: _____ N/A _____, or at such other place as the Tenant may advise.

Inspections

19. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

5. Parking space is not provided under the terms of this Lease and no vehicle may park on or about the Property.
6. The Tenant and members of Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.

Term

7. The term of the Lease commences at 12:00 noon on March 1, 2023 and ends at 12:00 noon on March 1, 2026.
8. If after the expiration of the term of this Lease, the Tenant will remain in possession of the Property only with an express written agreement with the Landlord.
9. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Colorado (the "Act").

Rent

10. Subject to the provisions of this Lease, the rent for the Property is [REDACTED] per month.
11. The Tenant will pay the Rent on the 1st of each and every month or before the fifth of each and every month of the term of this Lease to the Landlord at 400 Poncha Blvd, Salida, Colorado 81201 or at such other place as the Landlord may later designate by cash, check, or bank transfer.
12. The Tenant will be charged an additional amount of Rent paid after the 5th of each month with be charged an additional [REDACTED]

Security Deposit

13. On execution of this Lease, the Tenant will pay the Landlord a security deposit of [REDACTED] the "Security Deposit").
14. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits at [REDACTED] located at Salida, CO. N/A
15. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act. N/A

Severability

25. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
26. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

27. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

28. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Additional Clause

29. None

Damage to Property

30. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Maintenance

31. The Tenant will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
32. Major maintenance and repair of the Property not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.

Tenant Improvements

20. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
 - c. removing or adding walls, or performing any structural alterations;
 - d. installing a waterbed(s);
 - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
 - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
 - g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

Utilities and Other Charges

21. The Tenant is responsible for the payment of all utilities, except for water and sewer, in relation to the Property.

Insurance

22. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

Attorney Fees

23. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

Governing Law

24. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Colorado.

42. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

- a. Name: V & R Properties.
- b. Address: 400 Poncha Blvd Salida, Colorado 81201.

The contact information for the Landlord is:

- c. Phone: 720 933 6933.
- d. Email address: brett@InspiredBikeTrails.com.

General Provisions

- 43. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
- 44. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 45. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
- 46. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
- 47. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- 48. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
- 49. The Tenant will be charged an additional amount of [REDACTED] for each N.S.F. check or checks returned by the Tenant's financial institution.
- 50. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 51. This Lease may be executed in counterparts. digital signatures are binding and are considered to be original signatures.

33. The Tenant will also perform the following maintenance in respect to the Property: Snow must be removed from the front sidewalk per local laws.

Care and Use of Property

34. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
35. The Tenant will not engage in any illegal trade or activity on or about the Property.
36. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
37. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.
38. If the Tenant is absent from the Property and the Property is unoccupied for a period of 3 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
39. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Rules and Regulations

40. The Tenant will obey all rules and regulations of the Landlord, and any applicable condominium association rules and regulations, regarding the Property.

Address for Notice

41. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:
- a. Name: Nicole and Harry Hansen
 - b. Phone: 719 539 5499 and 719 221 0938

Lead-Based Paint Disclosure

Property: 109 North F Street Unit B, Salida, Colorado 81201

Landlord: V & R Properties

Tenant: Baubles and Bottles LLC

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has NO knowledge of any lead-based paint and/or lead-based paint hazards in or about the Property.
2. The Landlord has NO records or reports relating to lead-based paint and/or lead-based paint hazards in or about the Property.

Landlord: V & R Properties



Date: 6th day of January, 2023

Brett Vogel

Managing Member

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of:

- i. the information contained in the above Landlord's Disclosure including the above-mentioned reports and records; and
- ii. the pamphlet *Protect Your Family from Lead in Your Home* (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in the state by the Environmental Protection Agency.

52. This Lease constitutes the entire agreement between the Parties.
53. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
54. Time is of the essence in this Lease.

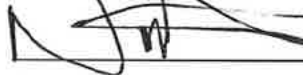
IN WITNESS WHEREOF Baubles and Bottles LLC and V & R Properties have duly affixed their signatures on this 6th day of January, 2023.

V & R Properties



Brett Vogel
Managing Member

Baubles and Bottles LLC



Owner

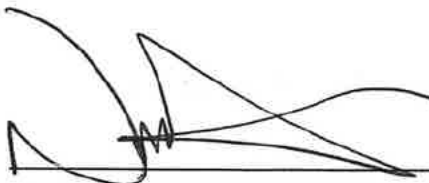
Nicole Hansen



Owner

Harry Hansen

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the 6th day of January , 2023.



Baubles and Bottles LLC/Nicole
Hansen



Baubles and Bottles LLC/Harry
Hansen

Asbestos Disclosure

Property: 109 North F Street Unit B, Salida, Colorado 81201

Landlord: V & R Properties

Tenant: Baubles and Bottles LLC

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has investigated and there is no asbestos in or about the Property.
2. The Landlord has NO records or reports with respect to asbestos in or about the Property.

Landlord: V & R Properties

Date: 6th day of January, 2023

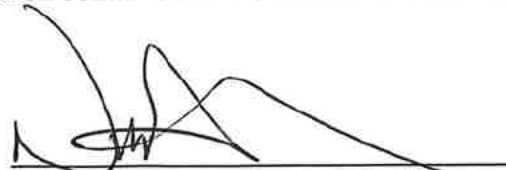


Brett Vogel
Managing Member

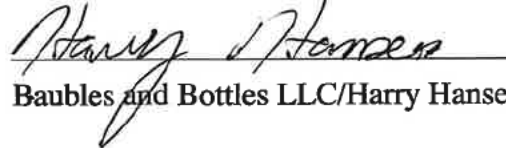
Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of the information contained in the above Landlord's Disclosure including any reports and records.

Date: 6th day of January, 2023

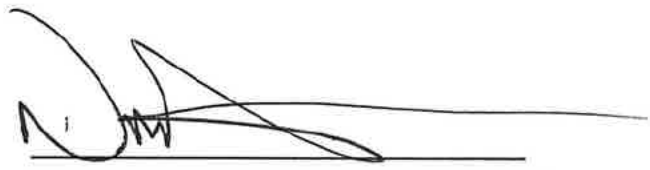


Baubles and Bottles LLC/Nicole Hansen



Baubles and Bottles LLC/Harry Hansen

Date: 6th day of January, 2023

A handwritten signature in black ink, appearing to be 'Nicole Hansen', written over a horizontal line.

Baubles and Bottles LLC/Nicole Hansen

A handwritten signature in black ink, appearing to be 'Harry Hansen', written over a horizontal line.

Baubles and Bottles LLC/Harry Hansen



Total Dimensions
17'6" wide
62'6" Deep

Riveting Experience
109 N F St Unit B