



Town of Frederick
Board of Trustees Agenda
Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, November 1, 2022

5:30 PM

Livestreaming of the Board of Trustees meetings have been transitioned to a livestream on the Town of Frederick website. Livestream can be accessed on the Town of Frederick's Website at www.frederickco.gov/civicmedia

Public Comment will only be taken in person unless an accommodation is requested through the Town Clerk's Office. If you require an accommodation or have questions about making public comment please contact the Town Clerk's Office:

Meghan Martinez
mmartinez@frederickco.gov
720-382-5500



Town of Frederick Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, November 1, 2022

5:30 P.M.

Special Meeting

Call to Order – Roll Call:

Pledge of Allegiance:

Approval of Agenda:

Public Comment:

This portion of the agenda is provided to allow members of the audience to provide comments to the Town Board. Please sign in and the Mayor will call you. If your comments or concerns require an action, that item(s) will need to be placed on a later Agenda. Please limit the time of your comments to three (3) minutes.

Consent Agenda:

- A. 22-R-78 Approving an Intergovernmental Agreement for Creating a Coordinated Victim Assistant Unit – Dave Egan, Commander
- B. 1380 Updating the Frederick Municipal Code for Liquor Licensing – Jason Meyers, Town Attorney and Meghan Martinez, Town Clerk

Mayor and Trustee Reports:

Adjourn to Work Session:

Work Session:

2023 Proposed Budget

Built on What Matters.



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Dan March, Mayor Pro Tem
Mark Lamach, Trustee
Adam Mahan, Trustee

Tracie Crites, Mayor

Chad TeVelde, Trustee
Kevin Brown, Trustee
Windi Padia, Trustee

Carbon Valley and Mead Victim's Assistance IGA

Agenda Date: Town Board Meeting - November 1, 2022

Attachments:

- a. Carbon Valley and Mead Victim's Assistance IGA
- b. Signature Page

Finance Review:

Finance Director

Submitted by:

David Egan _____

Police Commander

Approved for Presentation:

Bryan Ostler _____

Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

Intergovernmental agreement for establishment of a Victim Assistance Unit, a victim's assistance coordinator, and for sharing associated costs.

Detail of Issue/Request:

For the last 20 years, the Weld County Sheriff's Office has provided Victim's Assistance service to municipalities in Weld County, including Frederick. In July 2022, the department was notified the Sheriff's Office would no longer provide this service as of January 2023, giving adequate notice to user agencies per the previous agreement. The department researched and weighed several options to best meet the needs of our community. The option that best serves Frederick is collaborating with other south Weld law enforcement agencies in starting a Victim's Assistance Unit. This unit will service the communities of Frederick, Firestone, Dacono and Mead. The unit will be a section of the Frederick Police Department and user agencies will share in the cost of running the unit. Providing adequate Victim's Assistance is crucial to the role of our department and providing a service that our citizens need.

Built on What Matters.

Legal Comments:

The Town of Frederick Attorney has reviewed and approved the IGA.

Alternatives/Options:

The board may choose not to approve the IGA. The board could instruct staff to research and present other options.

If the board does not approve of the amended IGA, the Town of Frederick would need to explore other options to fulfill any future victim's service obligations.

Financial Considerations:

The Town of Frederick will incur cost in housing the unit and has budgeted accordingly. The department will invoice user agencies for their share of the cost of the program based on population and use. The Police Department will plan accordingly in the future and all involved jurisdictions will continue to pay a proportional amount moving forward.

Staff Recommendation:

Staff recommends approval of the IGA.

CARBON VALLEY, MEAD AGREEMENT FOR SHARED VICTIM ASSISTANCE UNIT

This **Intergovernmental Agreement for Carbon Valley, Mead Victim Assistance Unit** (“IGA”), is made and entered into as of the Effective Date by and between

- 1) The Town of Frederick, a Colorado municipal corporation with a principal place of business at 401 Locust Street, Frederick, Colorado 80530 (“Frederick”),
- 2) The Town of Firestone, a Colorado municipal corporation with a principal place of business at 9950 Park Avenue, Firestone, Colorado 80504 (“Firestone”),
- 3) The City of Dacono, a Colorado municipal corporation with a principal place of business at 512 Cherry Avenue, Dacono, Colorado 80514 (“Dacono”), and
- 4) The Town of Mead, a Colorado municipal corporation with a principal place of business at 441 Third Street, Mead, Colorado 80542 (“Mead”).

referred to collectively as “Municipalities” or “Parties” and each individually as “Party”, “Municipality” or as reflected above.

RECITALS

WHEREAS, Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourages and authorizes intergovernmental agreements; and

WHEREAS, C.R.S. § 29-1-203 authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each, and to establish a separate political subdivision of the State to do so; and

WHEREAS, Article II, Section 16A of the Constitution of the State of Colorado and the laws related to CRS Title 24 Article 4.1 Part 3 guarantee certain rights to victim of cases specified in CRS § 24-4.1.302; and

WHEREAS, the Municipalities operate police departments whose personnel have contact with victims of crime; and

WHEREAS, the Municipalities desire to enter into an agreement for the creation and facilitation of a shared Carbon Valley, Mead Victim Assistance Unit to assist victims of crimes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Municipalities agree as follows:

Article 1 Controlling Document

1.0 The effective date of this IGA shall be October 1, 2022 (“Effective Date”).

Article 2 Unit Establishment and Administration

2.0 The Town of Frederick has or will establish a Victim Assistance Unit (“Unit”) within its Police Department, to provide victim assistance and services to the Parties as more specifically set forth in the Scope of Services (“Services”), attached as Exhibit A, and incorporated herein by reference. The Unit is not, shall not be construed as, or have any of the powers and duties of, a “separate governmental entity” pursuant to Part 2, Article 1, Title 29, C.R.S.

2.1 The Unit shall provide the Services to the victims and witnesses of crimes that occur within the corporate boundaries of each of the Municipalities, as required by the State of Colorado Victim Rights Act.

2.2 The Unit shall be administered by Frederick through its Victim Assistance Coordinator (“VA Coordinator”), The VA Coordinator will be an employee of Frederick and answer to the Frederick Police Chief. As such, Firestone, Dacono, and Mead (and any joining parties) will have no direct control or supervision over the day-to-day operations or performance of the VA Coordinator’s powers and duties.

2.3 There is hereby established the Carbon Valley, Mead Victim Services Unit Advisory Board consisting of the Police Chief of the City of Dacono, the Police Chief of the Town of Firestone, the Police Chief of the Town of Mead, and Police Chief of the Town of Frederick (collectively, the “Advisory Board”, and each a “Party Representative”). The Advisory Board shall provide input and feedback to the VA Coordinator on matters concerning victim assistance program; provided that, the Advisory Board shall not oversee the actual work or instruct the victim Coordinator as to how the VA Coordinator’s job will be performed. The Advisory Board may meet periodically upon request of the Frederick’s Chief or otherwise to provide input and feedback on the VA Coordinator’s job performance, evaluations, compensation and/or Job Description changes.

2.4 The Advisory Board shall meet at least annually to discuss the operations of the Unit and Services being provided. The Parties agree that the development and implementation of any policies governing the Services shall be undertaken with input from the Advisory Board.

Article 3

Personnel and Training

3.0 As of the Effective Date, the Parties anticipate Frederick will hire one (1) full time equivalent (“FTE”) VA Coordinator to perform the Services for the Unit as set forth in Exhibit A.

3.0.1 The number of personnel, and status of personnel (e.g. full-time, part-time, contract, volunteer, intern, other) in the Unit (“Unit personnel”) may vary depending upon the resources needed and resources available to the Unit.

3.1 Victim Assistance Coordinator Responsibilities. The VA Coordinator shall serve under the direction of the Fredrick Police Chief. The VA Coordinator shall supervise all personnel within the Unit and be responsible for conducting performance evaluations, assigning work, issuing and approving of work schedule and leave, and other duties normally associated with the supervision and management of personnel. The determination of staffing needs and levels along with the hiring and firing of Unit personnel, shall reside with the Frederick Police Chief with the VA Coordinator and Advisory Board providing recommendations; provided, however, that the hiring of compensated Unit personnel shall require each of the Parties’ prior written approval. The VA Coordinator shall be responsible for completing all grant administration, invoicing, and reporting as may be required. The VA Coordinator shall provide to the Advisory Board a report of the overall services provided by the Unit on a quarterly basis, or as often as requested by a Municipality.

3.2 Personnel Rules and Training. All Unit personnel shall be governed by and perform their duties in accordance with the personnel policies of Frederick and the Frederick Police Department. Frederick shall determine, with input from the Advisory Board, the appropriate training for all Unit personnel, and shall provide the agreed upon training to all Unit personnel.

3.3 Personnel Status. All Unit personnel shall be employed directly by the Town of Frederick. There is no relationship of employment, partnership, or joint venture between the VA Coordinator and other Unit personnel and the Municipalities other than Frederick. The VA Coordinator and other Unit personnel have no authority to exercise supervision over or direct any employee or official of the Municipalities, other than Frederick as applicable.

3.3.1 The Unit shall determine the means and methods of performing the Services in accordance with the terms of this Agreement and applicable law, and Municipalities other than Frederick shall have no right to do so, nor shall they have any right to provide instructions on how to perform the Services.

3.3.2. Notwithstanding the foregoing, Unit personnel shall give special consideration to victim assistance programs or initiatives in each jurisdiction and shall use reasonable efforts to accommodate these programs in the provision of Services.

3.3.3 Municipalities shall provide Unit personnel with training reasonably necessary to familiarize them with the Municipalities’ respective operations, facilities, equipment, personnel, and any other special program as may be applicable. Otherwise,

Frederick shall be responsible for providing the VA Coordinator and Unit personnel with necessary training, internal discipline, certification, or rank.

3.3.4 Nothing contained in this IGA, and no performance by any Party under this IGA shall in any respect alter or modify the status of the VA Coordinator or Unit personnel as employees of Frederick.

3.4 Personnel Compensation. Frederick shall be responsible for paying all compensation due to the VA Coordinator and other Unit Personnel, including but not limited to, all salary, wages, entitlements, pension, benefits, and reimbursable expenses. Frederick shall be obligated to satisfy all tax and other governmentally-imposed responsibilities, including but not limited to, federal and state social security taxes, unemployment taxes, workers' compensation taxes, and income taxes that may be applicable to the VA Coordinator and other Unit personnel.

Article 4

Funding, Equipment, and Budget

4.0 Nothing in this IGA is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Municipalities within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. Notwithstanding anything in this IGA to the contrary, the respective financial contributions of the Municipalities hereunder are subject to annual appropriation by the respective Municipality's governing board.

4.1 Non-appropriation of Funds. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation by any Municipality, this Agreement shall terminate effective December 31 of the then-current fiscal year unless the remaining Parties agree and appropriate the funds necessary to effectuate the IGA beyond the then-current fiscal year.

4.2 Location of Unit. Frederick shall provide designated office space necessary for the Unit's personnel to perform the Services.

4.3 Grant Funds. The Municipalities shall jointly apply for applicable grant programs and opportunities including Victim Assistance Law Enforcement Program funds throughout the term of this Agreement. Funds received shall be applied to the costs included when counting, determining, and assessing each Municipality's funding contribution as reflected below.

4.4 General Budget. Frederick's annual budget (the "Budget") for the Unit shall provide for all costs applicable to the VA Coordinator, Unit personnel, and the Services, including salaries and wages (including overtime where applicable), the cost of employee benefits, operating supplies, equipment, dues and subscription fees, travel expenses, lease payments on vehicle(s), conference and educational costs. All financial and accounting services related to the Budget will be performed by Frederick. Each Municipality shall have access to budget details upon request.

4.5 Allocation of Costs. The Unit is neither established to nor expected to generate any revenue. From the Effective Date of this Agreement until December 31, 2022, the Parties will

equally share all setup and operation costs. Frederick shall with inclusion of supporting documentation invoice all other Municipalities before January 15, 2023 for such costs. In the first full fiscal year (2023), the cost of operation shall be divided 38% to Firestone, 28% to Frederick, 22% to Dacono, and 12% to Mead. Thereafter, the costs of operation, as reflected in the Budget, will be borne by the Municipalities according to the following formula. Each Municipality shall contribute financially a percentage of the total approved Budget (after deducting any grant funds received) pursuant to the formula (“Formula”) set forth herein.

4.5.1 Formula.

$$\frac{\left(\frac{\text{Muni Pop}}{\text{Total Pop}}\right) + \left(\frac{\text{Muni VRA Cases}}{\text{Total VRA Cases}}\right)}{2} = \text{Municipality Contribution}$$

4.5.2 Formula terms. The Formula terms are defined as follows:

Muni Pop = the Municipality’s population according to the most recent population estimate available at the time the Budget is submitted to the Municipalities pursuant to Article 4.7 on www.worldpopulationreview.com or other source agreed upon by the Parties

Total Pop = the combined total population of all Municipalities

VRA Case = Any crime included in the Victims Rights Act (“VRA”) as defined at C.R.S. § 24-4.1-302, as may be amended from time to time.

Muni VRA Cases = number of VRA cases originating in the Municipality’s jurisdiction between July 1 of the previous year and June 30 of the current year

Total VRA Cases = combined total number of VRA cases from all Municipalities between July 1 of the previous year and June 30 of the current year

Municipality = the percentage of the Budget allocated to the Municipality for
Contribution contribution to the Unit

4.5.3 In applying the Formula, all decimals will be rounded to the nearest whole number. All population statistics used in the Formula shall be based upon a fixed date and derived from www.worldpopulationreview.com or other source agreed upon by the Parties.

4.6 Right to Inspection. Each Municipality shall have the right to inspect the financial records of the Unit. Upon request from a Municipality, the VA Coordinator will provide full access to the Unit’s financial records, including revenues and expenditures.

4.7 Budget Approval Process. The VA Coordinator shall provide to each Municipality, through the respective Party Representative, the annual Budget for the Unit on or before August 1 for each Municipality’s review and approval. The proposed annual Budget presented to the Municipalities for approval shall include a contingency line item equal to ten percent (10%) of the

Unit's total Budget. Each Municipality shall review the Budget and approve the same in its sole discretion through the means set forth in that Municipality's laws, ordinances, policies, and practices. No Municipality shall be required to approve the Budget in whole or in part. A Municipality, at its sole discretion, may provide a financial contribution greater than that determined by Formula.

4.8 Allocation of Funds. Each Municipality shall make payment of appropriated funds in a lump sum to Frederick in the first quarter of the fiscal year to which the funds are to be applied ("Contribution"). No Municipality shall be required to make any payment above its respective Contribution, unless the Municipality first approves the expenditure in accordance with laws, ordinances, policies, and procedures applicable to such Municipality.

4.9 Year-end Reconciliation. In December of each year, the VA Coordinator shall provide a report to each Municipality showing the difference between the approved budget and the actual expenses inclusive of any grant funding received throughout the year. In the event that there is unexpended budget remaining or additional grant funding received to offset the costs of the Unit, Frederick shall remit the overages paid by the other Municipalities within 30 days of the report. In the event the expenses are anticipated to exceed the approved Budget, Frederick shall request approval from Advisory Board prior to incurring the expenses. If approved by all Municipalities, Frederick shall invoice the other Municipalities according to the formula above. Such invoices shall be paid within thirty (30) days of receipt thereof. Any invoices not paid within thirty (30) days shall accrue interest at the rate of 8% per annum until paid in full.

Article 5

Miscellaneous Provisions

5.0 Term. The Initial term of this IGA shall commence on the Effective Date and shall terminate on December 31, 2022 (the "Termination Date"). Upon expiration of the Initial Term, this IGA will automatically renew for additional subsequent one (1) year terms beginning January 1, and ending December 31 of each respective year, until terminated in accordance with Section 5.1.

5.1 Termination. Notwithstanding other terms of this IGA, a Municipality may terminate its participation by giving at least ninety (90) days written notice to the other Municipalities. Termination by such Municipality will be effective as of the end of the current fiscal year. The IGA will remain in effect with the remaining Parties only upon unanimous agreement by remaining Parties. In the event the budget for the next fiscal year has already been approved, it shall be recalculated based on the formula in 4.5 of this Agreement with the remaining Parties.

5.1.1 In the event this IGA is terminated by all the Parties to the IGA, grant funds awarded and not otherwise legally obligated through the terms of the applicable underlying grant, shall remain with the Town of Frederick to cover the costs of the Unit. Should funds require the return to a Municipality, those funds shall be returned within thirty (30) days of the termination effective date.

5.2 Binding. This IGA shall be binding on the successors and assigns of each Municipality.

5.3 Confidentiality. Each Party acknowledges and agrees that during the term of this Agreement it may be furnished with or otherwise have access to confidential information of another Party. The Party that has received confidential information (the “Receiving Party”), in fulfilling its obligations under this Section, shall exercise the same degree of care and protection with respect to the confidential information of the Party that has disclosed confidential information to the Receiving Party (the “Disclosing Party”) that it exercises with respect to its own confidential information, but in no event shall the Receiving Party exercise less than a reasonable standard of care. The Receiving Party shall only use, access and disclose confidential information as necessary to fulfill its obligations or exercise its rights under this Agreement; except that, disclosure is permitted if the disclosure is required under the Colorado Open Records Act, or pursuant to a valid and effective subpoena or order issued by a court of law.

5.4 Assignability. This IGA, including any and all rights or obligations hereunder, is not assignable.

5.5 No Third-Party Beneficiary. It is expressly understood and agreed that the terms and the enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, are strictly reserved to the undersigned Parties and nothing in this IGA shall give or allow any claim or right or cause of action whatsoever by any other person not included in this IGA. It is the express intention of the undersigned Parties that no person and/or entity, other than the undersigned Parties, receiving services or benefits under this IGA shall be deemed any more than an incidental beneficiary only.

5.6 Severability. In the event that any part, term or provision of this IGA is found to be in violation or conflict with any federal or state law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Municipalities shall be construed and enforced as if the IGA did not contain the particular part, term or provision held to be invalid.

5.7 Governing Law and Venue. This IGA shall be governed by and construed in accordance with Colorado law. Venue shall lie solely in the County of Weld, Colorado.

5.8 Reservation of Immunity. This IGA is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Municipalities and their elected officials, appointed officials, directors, officers, employees and volunteers under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*; and further shall not be deemed as an assumption of any duty with respect to any non-party to this IGA.

5.9 Additional Parties. Other municipalities may become a party to this Agreement by written amendment signed by all of the then-Parties. Upon the joining of an additional party, each Municipality’s Contribution shall be recalculated using the formula in 4.5 of this Agreement. Each joining Party shall have a Party Representative as provided above.

5.10 Amendments. This IGA may only be amended or modified in writing and with the written consent of the Parties hereto.

5.11 Counterparts. This IGA may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same IGA. Additionally, a copy of an executed original IGA signed by a Party and transmitted by facsimile or electronic mail shall be deemed an original, and any Party is entitled to rely on the validity, authenticity, and authority of an original transmitted by facsimile or electronic mail.

5.12 Entire Agreement. This IGA constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement effective the date stated above.

TOWN OF FREDERICK

BY: _____
Tracie Crites, Mayor

ATTEST:

APPROVED AS TO FORM:

BY: _____
Meghan Martinez, Town Clerk

BY: _____
Town Attorney

TOWN OF FIRESTONE

BY: _____
Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

BY: _____
_____, Town Clerk

BY: _____
William P. Hayashi, Town Attorney

CITY OF DACONO

BY: _____
_____, Mayor

ATTEST:

APPROVED AS TO FORM:

BY: _____
_____, City Clerk

BY: _____
City Attorney

TOWN OF MEAD

BY: _____
Colleen G. Whitlow, Mayor

ATTEST:

APPROVED AS TO FORM:

BY: _____
Mary E. Strutt, MMC, Town Clerk

BY: _____
Marcus McAskin, Town Attorney

Exhibit A

Scope of Services

The Unit shall provide services as set forth below:

1. Contact victims and witnesses of crime or personal tragedy which occur within the corporate boundaries of any participating municipalities, either in the immediate aftermath of the crime or tragedy, or on a follow-up basis;
2. Provide immediate crisis intervention and emotional support, as needed;
3. Advise victims and witnesses on their rights under Colorado law;
4. Advise victims and witnesses of the community services and resources available to them;
5. Assist victims and witnesses in regaining their emotional and physical well-being by means of intervention and advocacy;
6. Keep victims informed of the status of the underlying case; and
7. Recruit and train volunteers to ensure services are available 24-hours per day, 7 days per week.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 22-R-78**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO
APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
CREATING A COORDINATED VICTIM ASSISTANCE UNIT**

WHEREAS, the Board of Trustees of the Town of Frederick, Colorado, pursuant to Colorado statute, is vested with the authority of administering the affairs of Frederick, Colorado; and,

WHEREAS, the Board has been presented with an Intergovernmental Agreement between Frederick, the Town of Firestone, City of Dacono, and Town of Mead regarding the creation of a coordinated Victim Assistance Unit for the Carbon Valley, Mead area; and,

WHEREAS, the various municipalities and community would benefit from the collaboration both from cost savings and levels of service rendered; and,

WHEREAS, coordination and agreement between the municipalities will be in their best interests, and will promote the public safety and quality of life of their current and future residents and victims of crimes, to provide for cooperative efforts by all the municipalities.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Frederick, Colorado:

- 1) The INTERGOVERNMENTAL AGREEMENT FOR CARBON VALLEY, MEAD VICTIM ASSISTANCE UNIT attached hereto as Exhibit A is hereby approved.
- 2) The Mayor is authorized to execute the agreement.

INTRODUCED, READ, PASSED, AND ADOPTED THIS __th DAY OF OCTOBER, 2022.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, CMC, Town Clerk

By _____
Tracie Crites, Mayor



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Dan March, Mayor Pro Tem
Mark Lamach, Trustee
Kevin Brown, Trustee

Tracie Crites, Mayor

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Consideration of an Ordinance amending portions of the Municipal Code concerning liquor licensing

Agenda Date: Town Board Meeting - November 1, 2022

Attachments: a. Ordinance 1380

Finance Review: _____
Administrative Services

Submitted by: Jason Meyers Meghan Martinez
Town Attorney Town Clerk

Approved for Presentation: Bryan Ostler
Town Manager

☐ Quasi-Judicial

☒ Legislative

☐ Administrative

Strategic Plan Alignment:

- Effective, Efficient & Strategic Government Operations

This request aligns with the Town's ongoing commitment to increase efficiency by modernizing portions of the Municipal Code in regards to the operation of the liquor licensing authority.

Summary Statement:

The Town Board has met several times in work sessions over the last several months discussing and reviewing proposed legislation to amend the Town ordinances related to liquor licensing. The largest change is to designate the Municipal Judge as the Local Liquor Licensing Authority for the Town. This will expedite the review process for liquor license reviews and enforcement.

Detail of Issue/Request:

Built on What Matters.

In an effort to create more efficiencies for the Town, the Board has provided direction to explore appropriate options for matters to be handled administratively. One option that was explored by Town Staff included restructuring the process for liquor licensing with the Town. At present, several liquor licensing matters come before the Board of Trustees at regular Board meetings. This also includes enforcement actions. This ordinance will restructure the code to provide more clear and concise structure generally. Additionally, the code change will designate the Municipal Judge, or an Administrative Hearing Officer if the Judge is not available, to act as the Local Liquor Licensing Authority. The ordinance is drafted ensure that the public and the Town Board still has the opportunity to be involved in the hearing process. Further, the Town Board will receive regular reports from the Liquor Licensing Authority via the Town Clerk or their designee.

Legal Comments:

The attached ordinance was drafted by the Town Attorney in connection with the feedback provided by the Board and staff.

Alternatives/Options:

The Board has the option of passing the ordinance as written, passing the ordinance with amendments, tabling the item and directing staff to provide additional information, or not passing the ordinance.

Financial Considerations:

The Municipal Judge contract is contemplative of this responsibility so it is not anticipated that additional costs will be incurred. However, if the number of license matters grows significantly, adjustments to the contract may be merited in the future.

Staff Recommendation:

Staff recommends approval of the Ordinance.

ORDINANCE NO. 1380

AN ORDINANCE OF THE TOWN OF FREDERICK, COLORADO, UPDATING THE FREDRICK MUNICIPAL CODE FOR LIQUOR LICENSING.

WHEREAS, the Town of Frederick, as a statutory municipality, has the ability to designate a Local Licensing Authority pursuant to Articles 3, 4 and 5 of Title 44, C.R.S., and the rules and regulations adopted thereunder by the Colorado Licensing Authority and Department of Revenue; and,

WHEREAS, the Town of Frederick desires to designate the Municipal Judge as the hearing officer for the Local Licensing Authority to create efficiencies; and,

WHEREAS, the restructuring of the Local Liquor Licensing Authority requires an adjustment to the Frederick Municipal Code.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, AS FOLLOWS:

Section 1. Chapter 2 Article VIII, Frederick Municipal Code, entitled “Local Licensing Authority” is hereby repealed in its entirety and held reserved for future codification.

Section 2. Chapter 6 Article III, Frederick Municipal Code, entitled “Liquor Licensing” is hereby repealed in its entirety and replaced with the following:

Chater 6 Article III Liquor Licensing

Sec. 6-3-10 Title and scope

This Article shall be known and cited as the *Town Liquor Code*. The Town Liquor Code shall apply to all persons who sell alcohol beverages at retail within the Town. The existence of specific provisions in the Town Liquor Code regarding any issue or subject shall not limit the requirements or authorities provided in the state liquor laws related to regulating or licensing the sale of alcohol beverages within the Town.

Sec. 6-3-20 Definitions

All words and phrases used in this Article shall have the meanings as set forth in Title 44, Articles 3, 4 and 5, C.R.S., and the case law interpreting the same. All other words and phrases used in this Article shall have their common, ordinary and accepted meanings, except that the following terms shall have the following meanings:

Administrative application means an application for a Town license that may be granted or denied administratively by the Town Clerk.

Alcohol beverage tastings means the sampling of malt, vinous or spirituous liquors that may occur on the premises of a retail liquor store licensee or liquor-licensed drugstore licensee by adult patrons of the licensee pursuant to the provisions of Division 4 of this Article and Section 12-47-301(10), C.R.S.

Applicant means a person or entity applying for a Town license or permit under the Town Liquor Code.

- a. If an individual, the person making the application.
- b. If a partnership, the partnership and each partner owning ten percent (10%) or more of the partnership.
- c. If a corporation or other legal entity licensed by the Colorado Secretary of State, the corporation and each and every officer, director, manager or stockholder holding ten percent (10%) or more of the stock therein.

Authority or Liquor Licensing Authority means the Local Licensing Authority for the Town.

Common Consumption Area shall mean an area designed as a common area located within a designated Entertainment District and approved by the local licensing authority, that uses physical barriers to close the area to motor vehicle traffic and limit pedestrian access.

Entertainment District shall mean an area within the Town that is designated as an entertainment district of a size no more than one hundred (100) acres and containing premises licensed as tavern, hotel and restaurant, brew pub or vintner's restaurant at the time the district is created.

Immediate family means a mother, father, brother, sister, child or spouse, whether established by blood or law; or individuals in a relationship who cohabitate.

Licensee means an applicant that has been issued a Town license pursuant to the Town Liquor Code.

Manager means an on-site person who manages, directs, supervises, oversees and administers the transactions and acts of servants of the establishment issued a Town license or permit.

Optional premises license means a Town license issued for an optional premises.

Promotional Association shall mean an association that is incorporated within Colorado that organizes and promotes entertainment activities within a common consumption area and is organized or authorized by two (2) or more people who own or lease property within an entertainment district.

State liquor laws means Articles 3, 4 and 5 of Title 44, C.R.S., and the rules and regulations adopted thereunder by the Colorado Licensing Authority and Department of Revenue.

Town Clerk means the Town Clerk or such person as may be assigned by the Town Clerk to perform the functions or duties required under this Article.

Town license means a license or permit issued pursuant to the Town Liquor Code. The term *Town license* shall include temporary permits.

Sec. 6-3-30 Liquor Licensing Authority Established

- (a) Authority established. The Town Liquor Licensing Authority (the "Authority") is hereby established to be and act as the Local Licensing Authority for the Town with all powers and authority granted to the local licensing authority by state liquor laws. The Authority shall be the Municipal Judge.
- (b) Alternate. In the event that the Municipal Judge is unable to fulfill his or her duties, a substitute municipal judge shall fulfill the role of the Authority. In the event a substitute municipal judge is not available the Town Manager may appoint a hearing officer to act as the Authority.
- (c) Qualifications of hearing officer. The hearing officer shall be an attorney currently licensed to practice in the State, in good standing with the Supreme Court of the State, have a minimum of three (3) years' experience in the active practice of law at the time of appointment, and have sufficient knowledge and expertise to apply and enforce the State of Colorado Beer Code, Liquor Code, Special Events Code, and Code of Regulations. The hearing officer shall not hold any other Town office. Additionally, the hearing officer shall not have any financial interest in the operation of any business located or operating in the Town that holds a license pursuant to C.R.S. 44-3-101, et seq., or C.R.S. 44-4-101, et seq. A person shall be deemed to have such an interest if the person or a member of his or her immediate family has such an interest. Ownership of stock solely for investment purposes in a corporation whose stock is publicly traded shall not be deemed a disqualifying interest.
- (d) The term hearing officer shall be synonymous with the term Authority as used throughout this Town Liquor Code and with the term "local licensing authority" as used throughout the Colorado Beer Code and the Colorado Liquor Code.
- (e) All decisions of the Authority are final, subject only to appeal to a court of competent jurisdiction.
- (f) Reporting. The Authority shall provide a report to the Board of Trustees annually that includes the number and type of licenses issued, list of active licenses, and summaries of all enforcement actions, including violations processed by State Liquor. The Town Board may, by resolution, require additional reporting parameters and increased frequency of reporting.

Sec. 6-3-40 Authority determinations

- (a) Appeals. The Authority shall determine all appeals of administrative applications, matters for which a hearing is required pursuant to the Town Liquor Code or the state liquor laws, and all matters not authorized to be determined administratively.
- (b) Public notice. The Authority shall cause to be posted and published public notice of any hearing as required by the state liquor laws.
- (c) Investigation. At least ten (10) days prior to the hearing, the Town Clerk shall send a letter to the applicant, by certified mail, enumerating the results of any and all

investigations performed by the Town Clerk. The letter shall be available for public inspection at least ten (10) days prior to the hearing.

- (d) Town Board Referral. At least ten (10) days prior to the hearing, the Town Clerk shall send the application and the results of any and all investigations performed by the Town Clerk to the Town Board. The Town Board members may provide comments to the Town Attorney or designee for presentation to the Authority as a part of the hearing.
- (e) Deliberations. The Authority may continue any hearing from time to time as may be required to gather necessary facts and evidence and to permit witnesses to testify. Before entering any decision on any matter before it, the Authority shall consider the facts and evidence adduced as a result of the investigation, evidence and testimony and, when applicable, the desires of the inhabitants of the neighborhood, the reasonable requirements of the neighborhood for the type of license for which application has been made, and any other pertinent matters affecting the qualifications of the applicant for the conduct of the type of business proposed.
- (f) Decisions. The Authority shall render its decision no later than thirty (30) days following the conclusion of a public hearing.

Sec 6-3-50 Delegation of Authority and duties of the Town Clerk

- (a) The Town Clerk shall be responsible for receiving all applications for and issuing all licenses pursuant to this Article; assisting all applicants and licensees in the liquor licensing process; maintaining adequate records of all licenses and applications therefor; posting and publishing all required notices in conformance with Title 44, Articles 3 and 4, C.R.S., as amended, and the regulations that may from time to time be adopted by the state licensing authority; and serving as the official secretary and staff liaison to the Authority. Subject to the right of an appeal to the Authority, the Town Clerk shall decide all licensing matters that may be determined administratively and not requiring a public hearing under this Article and state liquor laws including but not limited to:
 - 1. Processing and issuance of special events permits. Pursuant to Article 5 of Title 44, C.R.S., as amended, the Town specifically opts out from requiring the state licensing authority's approval or disapproval of an application for a special event permit.
 - 2. Annual Colorado Liquor Code and Colorado Beer Code license renewals, provided that the licensee has not violated any provisions of the Colorado Liquor or Beer Codes and associated regulations during the preceding year.
 - 3. Modifications of premises of an existing Town license.

4. Changes in corporate structure, shareholders, officers, directors or trade names of a licensee, or transfer of ownership of an existing Town license; provided that any investigation conducted by the Town Clerk does not reveal information that may reasonably form the basis of a determination that the applicant is not qualified to hold the respective license.
 5. The issuance of temporary permits pursuant to and in compliance with the provisions of C.R.S. 44-3-302, and C.R.S. 44-3-303, as amended. A temporary permit fee shall be charged in conjunction with the issuance of each temporary permit.
- (b) If, after review of the application and all matters relevant thereto, the Town Clerk acting in the capacity of the secretary to the Local Liquor Authority determines that administrative approval of the application is not appropriate, the application shall be referred to the Local Liquor Authority for consideration and final action.
- (c) Administrative applications denied by the Town Clerk may be appealed to the Authority. Appeals must be submitted in writing to the Town Clerk within ten (10) days of denial, and may include a request for a hearing. Appeals to the Authority will be decided de novo.

Sec. 6-3-60 Neighborhood determinations

- (a) Upon the filing of an application for a new license or change of location, the Town Clerk shall set the boundaries of the relevant neighborhood and shall notify the applicant in writing of such boundaries. In determining the relevant neighborhood, the Town Clerk shall base the criteria on relevant factors, including but not limited to population density; the nature of the area, such as rural, residential, commercial or retail; traffic flow; access roads; geography; terrain and other barriers.
- (b) The neighborhood established by the Town Clerk shall be deemed accepted by the applicant unless the applicant files with the Town Clerk a written objection within seven (7) days of the date of the written notification of the neighborhood determination to the applicant. If the applicant objects to the proposed neighborhood boundaries, the matter shall be scheduled for a boundary hearing before the Authority.
- (c) At such hearing, the applicant may present evidence objecting to the proposed neighborhood. The liquor authority may receive other evidence as it deems necessary. At the close of evidence, the liquor authority shall set the boundaries of the neighborhood.

Sec. 6-3-70 Adoption of administrative procedures

The Authority, with the assistance of the Town Clerk, and in conformity with applicable statutes and the Frederick Municipal Code shall have the power to adopt rules of procedure and

regulations concerning the application and renewal processes, procedures for hearings before it, and the presentation of evidence at such hearings. All hearings before the Authority shall be public and shall be conducted in accordance with the rules and regulations concerning the procedures for hearings adopted by the Authority.

Sec. 6-3-80 Subpoena power and violations.

The Authority shall have the power to administer oaths and issue subpoenas to require the presence of persons and the production of documents, data compilations and other evidence at any hearing before the Authority. A subpoena shall be served in the same manner as a subpoena issued by a district court of the State of Colorado. It shall be unlawful for any person to fail to comply with any subpoena or order to produce documents, data compilations or other evidence issued by the Authority. The municipal court may enforce the subpoenas of the Authority and, upon good cause shown, shall enter orders compelling witnesses to attend and testify or produce documents, data compilations or other evidence, and shall impose penalties or punishment for contempt in case of failure to comply with such orders.

Division I – License Requirements

Sec. 6-3-100 Liquor license required

No person shall sell alcohol beverages within the Town except pursuant to and in compliance with the Town Liquor Code, the state liquor laws and a currently valid Town license. All previously issued Town licenses must be renewed annually upon proper application and payment of licensing and application fees.

Sec. 6-3-110 License display required

Once a temporary or permanent Town license is issued, it shall be unlawful for the licensee to fail to display said license in a within the licensed premises.

Sec. 6-3-120 – Manager registration required

- (a) Each hotel and restaurant licensee or tavern licensee shall manage the licensed facility himself or herself or shall have a separate and distinct manager who shall be registered by the licensee with the Authority and the state licensing authority. Upon a change of manager of a hotel and restaurant or tavern licensee, the licensee shall notify the Town Clerk within five (5) days and shall designate a new registered manager within thirty (30) days. In addition to fees required by the State, there will be paid to the Town a registration fee in the amount equal to the maximum amount authorized by state statute, as may be amended from time to time.
- (b) All other licensees must report the names of new managers to the Town Clerk within thirty (30) days of their appointment.

Division II - Applications

Sec. 6-3-200 Application for liquor license

- (a) Application forms and written procedures for submitting applications for a Town license shall be available to applicants from the Town Clerk. Applications shall be submitted to the Town Clerk and accompanied by all the required fees and such additional materials as the Town Clerk deems necessary or appropriate to carry out the provisions of the state liquor laws and the Town Liquor Code.
- (b) The applicant for a new license or renewal of an existing license shall certify that all servers or sellers of alcoholic beverages have complied with responsible vendor training programs within ninety (90) days of hire and have current certificates of completion.
- (c) No application shall be considered which is not complete in every detail. The Town Clerk shall review any application for a new license or renewal, including all supporting documents, and advise the applicant of any additional information and/or documents that are needed to complete the application. The date on which the completed application and all necessary documents are filed with the Town Clerk and all necessary application fees are paid in full shall be deemed the date of filing of the application for the purposes set forth in Articles 3, 4 and 5, Title 44, C.R.S., as amended. Neither the Town nor the Authority shall be responsible for the failure of a license to be issued or renewed prior to an expiration date because of a late, incomplete or defective application.
- (d) The Town Clerk will receive and process all applications, including conducting or directing investigations of the character, record and reputation of applicants and managers, and inspection of the licensed premises.
- (e) Applications requiring Authority determination will then be scheduled by the Town Clerk for consideration by the Authority.
- (f) Administrative applications will then be approved or denied by the Town Clerk, subject to appeal to the Authority, or referred by the Town Clerk to the Authority.
- (g) Upon approval by the Town Clerk or the Authority, as the case may be, applications will be forwarded by the Town Clerk to the State for final consideration.

Sec. 6-3-210 License renewal

- (a) All renewal applications for Town licenses shall be submitted to the Town Clerk within the timeframes set forth in state statute, as may be amended from time to time.
- (b) If there is evidence that the license should not be renewed, the Town Clerk shall set the application for hearing with the Authority.
- (c) Renewal of expired license:

- (1) A licensee whose license has expired for not more than ninety (90) days may file an expired license renewal application. A licensee who files such application and pays the requisite fees may continue to operate until both the State and the Town have taken final action to approve or deny the late renewal application.
- (2) An expired license renewal application will not be accepted more than ninety (90) days after the expiration of a licensee's permanent annual license. If more than ninety (90) days have elapsed since the expiration of a permanent annual license, the licensee must apply for a new license and shall not sell or possess for sale any alcohol beverage until all required licenses have been obtained.

Sec. 6-3-220 Fees

- (a) License fees. An applicant shall pay a Town license fee at the time of application, in the amount set by the state liquor laws. Such license fee shall not be rebated or discounted on a proportionate or other basis for any license in existence or issued for less than one (1) full year. Town license fees shall be in addition to any annual state license or registration fees.
- (b) Application fees. In addition to the fees set forth in Subsection (a), the applicant shall pay to the Town at the time of application for any liquor license, liquor license amendment, permit or other form of review and approval, including but not limited to an application for a new license, special events permit, transfer of location or ownership, change of corporate structure, renewal, late fee for renewal or temporary permit pending transfer of ownership, an application fee in the amount equal to the maximum amount authorized by state statute, as may be amended from time to time.

Division 3 – Enforcement

Sec. 6-3-300 Enforcement authority

- (a) The Authority shall have the power upon its own motion or upon complaint, and in accordance with the state liquor laws, to:
 - a. Summarily suspend any Town License for a period not to exceed the maximum suspension period allowed by state law.
 - b. Upon notice to the licensee and hearing, suspend any Town License for a period not to exceed the maximum suspension period allowed by state law.
 - c. Upon notice to the licensee and hearing, revoke the license.
 - d. Accept payment of a fine in lieu of suspension in accordance with Section 6-3-310 of the Town Liquor Code.

- (b) Whenever the Authority or the Town Clerk receives a written complaint charging any person with a violation of the state liquor laws or the Town Liquor Code, the Authority shall cause an investigation to be made to determine the veracity of the charge. After investigating the charge and determining the probable truth of the charge, the Authority shall issue a written notice to show cause directed to such person. The notice to show cause shall be served personally or by certified mail to the licensee at the address contained in the license or to such other person at the person's residence or principal place of business. The notice shall direct the person to appear at a certain place and at a time designated, which date shall be not earlier than ten (10) days after mailing, to show cause, if any, why the Town license should not be suspended or revoked or the person found in violation of the state liquor laws or Town Liquor Code. The notice shall further contain information generally describing the alleged charge.

Sec. 6-3-310 Payment of Fine in lieu of suspension

- (a) Whenever a decision of the Authority suspending a license for fourteen (14) days or less becomes final, whether by failure of the licensee to appeal the decision or by exhaustion of all appeals and judicial review, the licensee may, before the operative date of the suspension, petition for permission to pay a fine in lieu of having the license suspended for all or part of the suspension period. Upon receipt of the petition, the local licensing authority may, in its sole discretion, stay the proposed suspension and cause any investigation to be made which it deems desirable and may, in its sole discretion, grant the petition if it is satisfied:
1. 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;
 2. That the books and records of the licensee are kept in such a manner that the loss of sales of alcohol beverages that the licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy therefrom; and
 3. That the licensee has not had his or her license suspended or revoked, nor had any suspension stayed by payment of a fine, during the two (2) years immediately preceding the date of the motion or complaint which has resulted in a final decision to suspend the license.
- (b) The fine accepted shall be the equivalent to twenty percent (20%) of the licensee's estimated gross revenues from sales of alcohol beverages during the period of the proposed suspension; except that the fine shall be not less than or greater than the limits set forth in the State Liquor Laws.

- (c) Payment of any fine pursuant to the provisions of this Section shall be in the form of cash, certified check or cashier's check made payable to the Town.
- (d) Upon payment of the fine pursuant to this Section, the Authority shall enter its further order permanently staying the imposition of the suspension. The Authority shall cause such moneys to be paid into the general fund of the Town.
- (e) In connection with any petition pursuant to this Section, the Authority is limited to the granting of such stays as are necessary for it to complete its investigation and make such findings, to the granting of an order permanently staying the imposition of the entire suspension or that portion of the suspension not otherwise conditionally stayed.
- (f) If the Authority does not make findings required in Subsection (a) above and does not order the suspension permanently stayed, the suspension shall go into effect on the operative date finally set by the local licensing authority.
- (g) The Authority shall report all actions taken to impose fines, suspensions and revocations to the state licensing authority in a manner as required by the state licensing authority.

Division 4 – Entertainment Districts

Sec. 6-3-400 Entertainment Districts

- (a) Purpose and intent. The purpose of this Section is to authorize the creation of entertainment districts within which, through its Local Licensing Authority, the Town may allow the establishment of Common Consumption Areas as provided for in Section 44-3-301(11), C.R.S., as amended.
- (b) Designation of Authority. The Town Board, by resolution, may establish entertainment districts within the corporate boundaries of the Town. The Local Licensing Authority, shall hereby be authorized to:
 - 1. Certify and decertify Promotional Associations;
 - 2. Designate the location, size, security and hours of operation of Common Consumption Areas; and
 - 3. Allow attachment of licensed premises to Common Consumption Areas.
- (c) Upon receipt of an application for certification or recertification of a Promotional Association, or attachment of a liquor licensee to an existing Common Consumption Area, the Authority shall consider such application within sixty (60) days of receipt by the Town Clerk of the complete application and payment of application fees.

Sec. 6-3-410 General provisions.

- (a) Entertainment Districts may be established by the Town Board by resolution from time to time as determined to be in the best interest of the public and the specific geographic area to be served, subject to demonstration that the proposed district is consistent with the definition and purpose of an entertainment district as set forth in this Code.

Sec. 6-3-420 Operational requirements of Promotional Associations and Common Consumption Areas.

After certification of a Promotional Association, the promotional association shall abide by the following operational requirements in addition to any specific requirements imposed by the Town upon certification of the promotional association:

- (a) The size of the Common Consumption Area shall not exceed the area approved by the Authority; however, the Promotional Association may make such area smaller at any time provided the new area is clearly delineated using physical barriers to close the area to motor vehicle traffic and limit pedestrian access.
- (b) The Promotional Association shall provide security deemed sufficient by the Authority to ensure compliance with the liquor code and limit safety risks to the neighborhood and the general public patronizing the Entertainment District. All security within the Common Consumption area or its attached licensed premises shall complete the server training program offered by the Police Department.
- (c) Common Consumption Areas and their attached licensed premises may serve alcohol and the customers may consume alcohol until 12:00 a.m. unless further restricted by the Authority in the certification of the Promotional Association. The hours of operation may differ between the licensed premises and the Common Consumption Area. It is unlawful for any attached licensed premises to serve or the Promotional Association to allow consumption of alcohol beverages in the Common Consumption Area after 12:00 a.m. or as further restricted by the Authority in the certification of the Promotional Association.
- (d) A security plan, including designation of security personnel and evidence of training, a detailed description of security arrangements and the approximate location of security personnel within the Common Consumption area during operating hours.

Sec. 6-3-430 Insurance requirements

The Promotional Association governing the Common Consumption Area shall obtain and maintain at all times a properly endorsed general liability and liquor liability insurance policy acceptable to the local licensing authority of at least one million dollars (\$1,000,000.00) per occurrence and name the Town of Frederick as an additional insured.

Sec. 6-3-440 Certification Promotional Association

- (a) The Authority shall review the application for compliance with this Section. The Authority shall consider the reasonable requirements of the neighborhood, the desires of the adult inhabitants as evidenced by petitions, remonstrances or otherwise and all other reasonable restrictions that are or may be placed upon the neighborhood by the Authority
- (b) An application for certifying a Promotional Association under the provisions of this Section and the applicable provisions of the Colorado Liquor Code shall be made to the Town on forms prepared and furnished by the Town Clerk. The information required shall include, but not be limited to:
 - 1. A copy of the articles of incorporation and bylaws and a list of all directors and officers of the Promotional Association. The board of directors shall include one (1) person from each licensed premises attached to the Common Consumption Area to serve as director.
 - 2. A list of dates and hours of operation of the Common Consumption Area.
 - 3. Documentation showing possession of the Common Consumption Area by the Promotional Association.
 - 4. A list of attached licensees listing the following information: liquor license number, a list of any past liquor violations and a copy of any operating agreements.
 - 5. An insurance certificate of general liability and liquor liability insurance naming the Town of Frederick as additional insured.
 - 6. Documentation of the reasonable requirements of the neighborhood and the desires of the adult inhabitants as evidenced by petitions, remonstrances or otherwise.
 - 7. An application fee as set by the fee schedule adopted by resolution.

Sec. 6-3-450 Recertification of a promotional association.

A certified Promotional Association shall apply for recertification by January 31 of each year on forms provided and furnished by the Town Clerk. The information required shall include, but not be limited to:

- (a) A copy of any changes to the articles of incorporation, bylaws and/or directors and officers of the promotional association;
- (b) The items required in Sec. 6-3-440;

- (c) An application fee as set by the fee schedule; and
- (d) An updated list of dates and hours of operation of the Common Consumption Area for the upcoming calendar year.

Sec. 6-3-460 Decertification of a Promotional Association

The local licensing authority may refuse to certify or may decertify a Promotional Association of a Common Consumption area if the Promotional Association:

- (a) Fails to submit the required reports, or fails to pay the required application fee.
- (b) Fails to establish that the licensed premises and Common Consumption Area can be operated without violating this Section, any provision of the Colorado Liquor Code or Regulations, or without creating a safety risk to the neighborhood.
- (c) Fails to have at least two (2) licensed premises attached to the common consumption area.
- (d) Fails to obtain or maintain a properly endorsed general liability and liquor liability insurance policy that is acceptable to the local licensing authority and names the Town of Frederick as an additional insured.
- (e) The use is not compatible with the reasonable requirements of the neighborhood or the desires of the adult inhabitants.
- (f) Violates any provision of Section 44-3-910, C.R.S., "Common Consumption Areas," as amended.

Sec. 6-3-470 Designation of Common Consumption Area

A Common Consumption Area should be defined as a part of an application for Promotional Association to utilize or establish an Entertainment District. A detailed map of the proposed Common Consumption Area shall include the following:

- (a) Location of physical barriers, entrances and exits;
- (b) Location of attached licensed premises; and
- (c) Identification of licensed premises that are adjacent but not to be attached to the common consumption area.

The size of the Common Consumption Area shall not exceed the area approved as the Entertainment District within which the Common Consumption Area is located, but may be a smaller area within the Entertainment District at any time, provided the new area is clearly delineated using physical barriers to close the area to motor vehicle traffic and to limit pedestrian access.

Sec. 6-3-480 Attachment to a Common Consumption Area

A Town Liquor License holder may file application to attach to an existing Common Consumption Area of a certified Promotional Association shall be on forms prepared and furnished by the Town Clerk. The information required shall include, but not be limited to:

- (a) Authorization for attachment from a certified promotional association.
- (b) The name of the representing director to sit on the board of the Certified Promotional Association.
- (c) Detailed map of the common consumption area including:
 - 1. Location of physical barriers, entrances and exits;
 - 2. Location of attached licensed premises;
 - 3. Identification of licensed premises that are adjacent but not to be attached to the common consumption area; and
 - 4. Approximate location of security personnel.
- (d) An application fee as set by the fee schedule adopted by resolution.

Sec. 6-3-490 Unlawful Acts

It is unlawful for any licensee, employee or agent, or any customer of a licensee, to violate any provision of this Division 4 or Section 44-3-910, C.R.S., “Common consumption areas,” as amended.

Division 5 – Optional Premises Licenses

Sec. 6-3-500 General Provisions

The local licensing authority shall have the authority to issue optional premises licenses and optional premises for hotel and restaurant licenses in accordance with the provisions of Title 44, Article 3, C.R.S., as amended, and the provisions of this Section. The provisions of this Section shall be considered in addition to all other standards applicable to the issuance of licenses under the Colorado Liquor Code for optional premises licenses or for optional premises for a hotel and restaurant license. These two (2) types of licenses for optional premises shall collectively be referred to as optional premises unless otherwise specified. Approval of the license and areas must be obtained from the state licensing authority and the local licensing authority. The decision of each authority shall be discretionary.

Sec. 6-3-510 Standards.

- (a) Eligible facilities. An optional premises license may only be considered when the premises to be licensed is located on or adjacent to an outdoor sports and recreational facility as defined in Section 44-3-103(33)(a), C.R.S., as amended. The types of outdoor sports and recreational facilities which may be considered for an optional premises license shall be limited to golf courses.
- (b) Minimum size. There shall be no minimum size requirement for the outdoor sports and recreational facilities which may be eligible for the approval of optional premises license. However, the authority may consider the size of the particular outdoor sports and recreational facility in reference to the number of optional premises requested for the facility.
- (c) The Authority, in its discretion, may restrict the number of optional premises which any one (1) licensee may have. Any licensee requesting approval of more than one (1) optional premises shall:
 - 1. Explain the reason for each optional premises requested.
 - 2. Demonstrate how the optional premises relate to each other from an operational standpoint.
 - 3. Demonstrate the need for each optional premises in relationship to the outdoor sports and recreational facility and its guests.
 - 4. Demonstrate that the optional premises will not adversely affect the neighborhood in which it is located.

Sec. 6-3-520 Submittal requirements.

An application for an optional premises license shall include the following:

- (a) An application fee, plus the local and state license fees.
- (b) A map or other drawing illustrating the outdoor sports or recreational facility boundaries and the approximate location of each optional premises request;
- (c) A legal description of the approximate area within which the optional premises shall be located;
- (d) A description of the provisions which have been made for storing malt, vinous and spirituous liquors in a secured area on or off the optional premises for the future use of the optional premises;

- (e) A description of the method which shall be used to identify the boundaries of and to control the optional premises when it is in use. For example, the applicant may describe the types of signs, fencing or other notices or barriers to be used in order to control the optional premises.

Sec. 6-3-530 Processing of applications.

An application for a new optional premises license or an optional premises for a new hotel and restaurant license shall be processed in the same manner as any other new license application. An application for an optional premises license filed in connection with an existing hotel and restaurant license shall be processed the same manner as an application to modify or expand the licensed premises.

Sec. 6-3-540 Advance notification.

Pursuant to Section 44-3-310(4), C.R.S., as amended, no alcohol beverages may be served on the optional premises unless the licensee has provided written notice to the state and local licensing authorities forty-eight (48) hours prior to serving alcohol beverages on the optional premises. Such notice must contain the specific days and hours on which the optional premises are to be used. In this regard, there shall be no limitation on the number of days which a licensee may specify in each notice. However, no notice may specify any date of use which is beyond the current license period.

Division 6 – Alcohol Beverage Tastings

Sec. 6-3-600 General provisions

A retail liquor store or liquor-licensed drug store licensee who wishes to conduct tastings may submit an administrative application no later than thirty (30) days prior to the date of the first alcohol tasting to the Town Clerk on the form provided by the Town Clerk.

The Town Clerk may reject the application if the applicant fails to establish that he or she is able to conduct tastings without violating the provisions of this Section or creating a public safety risk to the neighborhood. In addition, the local licensing authority may reject an application if the applicant has a history of liquor related violations, has failed to comply with conditions on his or her license as ordered by the local licensing authority, for good cause as specified by the Town Clerk, or failure to remit payment for the applicable fees.

Sec. 6-3-610 Limitations

Tastings shall be subject to the following limitations:

- (a) Tastings shall be conducted on the licensee's retail liquor store or liquor-licensed drugstore license premises and only by a person who has completed a server training program that meets the standards established by the State Liquor Laws and is an employee of a retail liquor store or a liquor-licensed drugstore licensee, or a representative, employee, or agent of the licensed wholesaler, brew pub, distillery pub,

manufacturer, limited winery, importer, or vintner's restaurant promoting the alcohol beverages for the tasting; and

- (b) The alcohol beverage used in tastings must be purchased through a licensed wholesaler, licensed brew pub, licensed distillery pub, or winery licensed pursuant to Section 44-3-403, C.R.S., as amended, at a cost that is not less than the laid-in cost of the alcohol beverage.
 - (c) The size of an individual alcohol sample shall not exceed one (1) ounce of malt or vinous liquor or one-half (0.5) ounce of spirituous liquor.
 - (d) Tastings shall not exceed a total of five (5) hours in duration per day, which need not be consecutive.
 - (e) The licensee may conduct tastings only during the operating hours in which the licensee on whose premises the tastings occur is permitted to sell alcohol beverages, and in no case earlier than 11:00 a.m. or later than 9:00 p.m.
 - (f) The licensee shall prohibit patrons from leaving the licensed premises with an unconsumed sample.
 - (g) The licensee shall promptly remove all opened and unconsumed alcohol beverage samples from the licensed premises, destroy the samples immediately following the completion of the tasting, or store any open containers of unconsumed alcohol beverages in a secure area outside the sales area of the licensed premises for use at a tasting conducted at a later time or date.
 - (h) The licensee shall not serve a person who is under twenty-one (21) years of age or who is visibly intoxicated.
 - (i) The licensee shall not serve more than four (4) individual samples to a patron during a tasting.
 - (j) Alcohol samples shall be in open containers and shall be provided to a patron free of charge.
- (11) The licensee may conduct tastings on no more than one hundred fifty-six (156) days per year.

Sec. 6-3-620 Limitations on manufacturers

No manufacturer of spirituous or vinous liquors shall induce a licensee through free goods or financial or in-kind assistance to favor the manufacturer's products being sampled at a tasting.

A licensee shall bear the financial and all other responsibility for a tasting conducted on its licensed premises.

Sec. 6-3-630 Violations

- (a) A violation of a limitation specified in this Section by a retail liquor store or liquor-licensed drugstore licensee, whether by the licensee's employees, agents, or otherwise or by a representative, employee, or agent of the licensed wholesaler, brew pub, distillery pub, manufacturer, limited winery, importer, or vintner's restaurant that promoted the alcohol beverages for the tasting, is the responsibility of, and Section 44-3-801, C.R.S., as amended, applies to, the retail liquor store or liquor-licensed drugstore licensee that conducted the tasting.
- (b) A retail liquor store or liquor-licensed drugstore licensee conducting a tasting shall be subject to the same revocation, suspension and enforcement provisions as otherwise apply to the licensee.

Section 3. Severance Clause. If an article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees of the Town of Frederick, Colorado hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts may be declared invalid or unconstitutional.

Section 4. Repeal. All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

Section 5. Effective Date. This ordinance shall take effect on December 1, 2022.

**INTRODUCED, PASSED, ADOPTED AND ORDERED PUBLISHED IN FULL BY
THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK THIS 1st DAY OF
NOVEMBER, 2022**

TOWN OF FREDERICK, a Colorado municipal
corporation

By: _____

Tracie Crites, Mayor

ATTEST:

By: _____

Meghan Martinez, Town Clerk