

**TOWN OF KEYSTONE
Summit County, Colorado**

RESOLUTION 2024-63

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SUMMIT COUNTY
REGARDING LIQUOR CODE REGULATION AND ENFORCEMENT AT MOUNTAIN
HOUSE LODGE**

WHEREAS, pursuant to the provisions of § 18 of Article XIV of the Colorado Constitution, § 29-1-203, C.R.S., as amended, and other applicable authority, the Town of Keystone and Summit County may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the County issued to Mountain House Lodge a Hotel and Restaurant Liquor License (“Mountain House Lodge Liquor License”) for its premises located in unincorporated Summit County; and

WHEREAS, the County has also issued to Mountain House Lodge an Optional Premises Permit for its premises that are activity areas and located in Keystone, Colorado (“Optional Premise Permit”); and

WHEREAS, upon the incorporation of the Town, the Mountain House Lodge Liquor License is located in the boundaries of unincorporated Summit County and an Optional Premise Permit tied to the Hotel and Restaurant Liquor License is located in the Town; and

WHEREAS, pursuant to the First Amendment to the Intergovernmental Agreement between the Town and County Regarding the Incorporation of Keystone, Colorado, starting on May 9, 2024, the Town managed the liquor licenses services in the boundaries of the Town; and

WHEREAS, as of May 9, 2024, the County has the authority related to renewal and enforcement of the Mountain House Lodge Liquor License and the Town has authority related to the renewal and enforcement of the Optional Premises Permit; and

WHEREAS, to maintain consistency related to regulation of hotel and restaurant license and the optional premise permit which is tied to it, it is reasonable that the County provides the regulation and enforcement of the Hotel and Restaurant Liquor License and its Optional Premises Permit together; and

WHEREAS, the Parties have come to an agreement with respect to the administration and enforcement of the Mountain House Lodge Liquor License and the Optional Premises Permit; and

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WHEREAS, Town Council approves the Intergovernmental Agreement with Summit County and the liquor licensee.

Now, Therefore, be it Resolved by the Town Council of the Town of Keystone, Colorado, that:

Section 1. The Town Council approves the Intergovernmental Agreement for Liquor Code Regulation and Enforcement (“Liquor Code Regulation and Enforcement IGA”). The Town Council authorizes the Mayor to execute the Liquor Code Regulation and Enforcement IGA in substantially the form that is provided in Exhibit A.

Section 2. Effective Date. This Resolution shall take effect upon its approval by the Town Council.

ADOPTED by a vote of 7 in favor and 0 against, this 22nd day of October, 2024.

Signed by:
By: Kenneth D. Riley
FFCC105F18734F9...
Kenneth D. Riley, Mayor

ATTEST:

Approved as to Form:

DocuSigned by:
By: Madeleine Sielw
04E4BE3F50A1424...
Town Clerk

Signed by:
By: Jennifer Madsen
89751994A1B74EC...
Town Attorney

INTERGOVERNMENTAL AGREEMENT RELATED TO LIQUOR CODE REGULATION AND ENFORCEMENT

This Intergovernmental Agreement (“Agreement”) regarding liquor code regulation and enforcement is made and entered into this 22nd day of October, 2024, by and between the TOWN OF KEYSTONE, a home rule municipality (“Town”), the BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO (“County”), and KEYSTONE FOOD AND BEVERAGE COMPANY, a Colorado Corporation d/b/a Mountain House Lodge, (“Licensee”) (collectively referred to as the “Parties”).

RECITALS AND REPRESENTATIONS

WHEREAS, the County issued to Licensee a Hotel and Restaurant Liquor License (“Mountain House Lodge Liquor License”) for its premises located in Summit County; and

WHEREAS, the County has also issued to Licensee an Optional Premises Permit for its “Activities Area” in Keystone, Colorado (“Activities Area Optional Premises Permit”); and

WHEREAS, on February 7, 2024, the Town was incorporated as a home rule municipality; and

WHEREAS, upon the incorporation of the Town, the Mountain House Lodge Liquor License is located in the boundaries of the County and the Activities Area Optional Premises Permit tied to the Hotel and Restaurant Liquor License is located in the Town; and

WHEREAS, pursuant to the First Amendment to the Intergovernmental Agreement between the Town and County Regarding the Incorporation of Keystone, Colorado, starting on May 9, 2024, the Town managed the liquor licenses services in the boundaries of the Town; and

WHEREAS, as of May 9, 2024, the County has the authority related to renewal and enforcement of the Mountain House Lodge Liquor License and the Town has authority related to the renewal and enforcement of liquor licenses in its jurisdiction; and

WHEREAS, the Parties have come to an agreement with respect to the administration and enforcement of the Mountain House Lodge Liquor License and the Activities Area Optional Premises Permit.

NOW, THEREFORE, the Parties agree as follows:

1. Liquor Code Regulation & Enforcement

- a. County. The County, acting through its Local Licensing Authority will be responsible for the administration and enforcement of the Colorado Liquor Code, C.R.S. §§ 44-3-101, et seq. and the Liquor and Tobacco Enforcement Division Regulations, Colorado Liquor Rules, 1 CCR 203-2, and any County regulations related to the Activities Area Optional Premises Permit. Such responsibility shall include, without limitation, the jurisdiction to (i) consider Licensee’s renewal of the Activities Area Optional Premises Permit, in its discretion and subject to the requirements and provisions of Colorado law and regulations and the County regulations; and the (ii) suspension or revocation of such Optional Premises Permit. All fees and fines collected by the County in connection with its administrative proceedings related to the Activities Area Optional Premises Permit shall be the property of the County.

- b. Town. The Town retains the ability to enforce all applicable laws and regulations, other than the Colorado Liquor Code and Rules, on the Activities Area Optional Premise that is located within the Town's boundaries.
 - c. Licensee. The Licensee agrees and consents to the jurisdiction of Summit County for purposes of liquor license administration and enforcement related to the Activities Area Optional Premises Permit. The Licensee agrees not to contest Summit County's jurisdiction, administration, enforcement, and regulations related to the Activities Area Optional Premises Permit. The Licensee has a master file and a state letter issued by the Colorado Department of Revenue. Nothing in this Agreement impacts the operation of the state letter for a master filer. In addition, prior manager approvals are not affected by this Agreement and will survive the termination of this Agreement.
2. Term. The term of this Agreement shall be for the one-year period of the Mountain House Lodge Liquor License. The initial term shall commence on the renewal date of the Mountain House Lodge Liquor License. Each additional one-year term shall commence on the effective date of the renewed Mountain House Lodge Liquor License. This Agreement shall automatically be renewed for successive one-year periods upon the renewal of the Mountain House Lodge Liquor License.
3. Termination.
 - a. Town. The Town reserves the right to terminate this Agreement at the end of any one-year term (on November 1 of any given year) on the condition that it gives written notice to the County and the Licensee a minimum of 60 days prior to the expiration of the Mountain House Lodge Liquor License.
 - b. County. The County reserves the right to terminate this Agreement at the end of any one-year term (on November 1 of any given year) on the condition that it gives written notice to the Town and the Licensee a minimum of 60 days prior to the expiration of the Mountain House Lodge Liquor License.
 - c. The Agreement automatically terminates if 1202 E Keystone Rd, Keystone, CO 80435 is annexed into the Town boundaries. In that event, the Town shall assume the responsibility of enforcement and renewal of such Hotel and Restaurant Liquor License and the Activities Area Optional Premises Permit.
4. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by authorized representatives of the Parties hereto.
5. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.
6. Applicable Law. This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue shall be in County of Summit, State of Colorado.

- 7. Governmental Immunity. The Town and County expressly rely upon and do not waive the protections and limitations of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq., as presently stated and as may be amended from time to time.
- 8. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of the Parties, and their respective successors and assigns.
- 9. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.
- 10. Authorized Signatures. The Parties have executed this IGA and intend it to be effective, valid, and binding upon the Parties as of the date below as executed by their authorized representatives.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

**COUNTY OF SUMMIT,
STATE OF COLORADO**

ATTEST: Signed by:
Taryn Power
D8E3AC96C2D8439
_____ Clerk to the Board

Signed by:
Tamara Pogue
47D8B254D56F4C8
_____ Tamara Pogue, Chair
Board of County Commissioners

Date: 11/18/2024

**TOWN OF KEYSTONE,
STATE OF COLORADO**

ATTEST: DocuSigned by:
Madeline Sicler
04E48E3F50A1424
_____ Town Clerk

Signed by:
Kenneth D. Riley
FFCC105F18734F9
_____ Kenneth D. Riley, Mayor

Date: 11/18/2024

**KEYSTONE FOOD & BEVERAGE
COMPANY**

DocuSigned by:
Tim Walker
A4646C6CDA0F49E...

Date: 11-29-2024

