[The Town of Nederland]  
Agenda  
[BOARD OF TRUSTEES]  
Tuesday, January 15, 2019 @ 7:00 PM  
Nederland Community Center

1. CALL TO ORDER

2. ROLL CALL

3. CONSENT AGENDA

3.1. Approval of December 18, 2018 Accounts Payable  
1.15.19 BOT Warrants 12.18.18

3.2. Approval of December 18, 2018 Regular Meeting Minutes  
1.15.19 Approval 12.18.18 BOT Minutes

3.3. Approval of Kevin Mueller to the SAB Advisory Board  
1.15.19 BOT Kevin Mueller SAB Approval

4. STAFF REPORTS

4.1. Karen Gerrity, Town Administrator  
1.15.19 BOT Town Administrator Staff Report  
1.15.19 BOT Safebuilt Activity Report 4thQrt_NED  
1.15.19 BOT Safebuilt Activity Report Dec18_NED  
1.15.19 BOT Safebuilt Activity Report 2017_NED  
1.15.19 BOT Safebuilt Activity Report 2018_NED (2)

4.2. Jennifer Hogan, Town Treasurer  
1.15.19 BOT Town Treasurer’s Report

4.3. Hope Jordan, Town Clerk  
1.15.19 BOT Town Clerk Staff Report  
1.15.19 BOT FDGD Questions and Application

4.4. Chris Pelletier, Public Works Manager  
1.15.19 BOT Public Works Manager Staff Report

4.5. Dawn Baumhover, Community Center Manager  
1.15.19 BOT Community Center Staff Report

4.6. Larry Johns, Town Marshal  
1.15.19 BOT Town Marshall Staff Report  
1.15.19 BOT Town Marshall Staff Report Crime Summary

5. BOARD OF TRUSTEE REPORTS

5.1. Mayor's Report

5.2. Trustees' Reports

Mayor Pro Tem Gustafson
The Board of Trustees encourages citizen participation. Public hearings and the "unscheduled citizens" agenda item allow an opportunity to address the Board. Discussion is limited to 3 minutes and please address your comments to the Board. Thank you for your cooperation.

The Board of Trustees may take action on any item included on this agenda, regardless of the heading under which such item appears. Discussion items may become action items if the Board determines that deferring final action on an item to a subsequent meeting is unnecessary or unwarranted and that taking immediate action does not compromise any third-party's rights.

The Board of Trustees meeting packets are prepared by Friday before the Tuesday meetings and are available for inspection at Town Hall during normal business hours. The information is reviewed and studied by the Board of Trustee members, eliminating lengthy discussions to gain basic understanding. Short discussion on agenda items does not reflect lack of thought or analysis. The agendas are posted at Town Hall, the post office, and on the Town's website on the Friday prior to the meeting. Copies of the agenda and meeting packet are available at no cost via email from the Town Clerk or from the Town website at www.nederlandco.org.
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1 Town of Nederland
Vendor
InvoiceNumber Approved Amt Budgeted $ Date YTD Balance
Council Approval Report
Page 1
General Fund

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1 Alan Apt, X, X, X, X
Q4 AA 12/04/18 2018 Sustainability Grant - Conference Reimbursement

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1 C. Hope Jordan, X, X, XX, X
2018-11-15 11/15/18 milege reimb

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1 Peak Ecological Services LLC, PO Box 827, Nederland, CO, 80466
134 12/04/18 Environmental checklist letter for Barker Meadows Project

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1 Sharon Ferguson, X, X, X, X
2018-12-12 12/12/18 Reimbursement - decoration for windows

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11 Boulder County, PO BOX 471, Boulder, CO, 80306
# Council Approval Report

**Town of Nederland**

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## Town of Nederland

### Council Approval Report

*(Council Approval Report)*

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**Total General Fund**

**$25,858.26**

### Community Center Fund

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<td>Ace Hardware - October</td>
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**$45.62**

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**$850.00**

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### Town of Nederland

**Council Approval Report**

*(Council Approval Report)*

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<td>Health Insurance</td>
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**Total Water Fund**

$7,767.34
## Town of Nederland

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(Council Approval Report)

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<th>Budgeted</th>
<th>YTD Balance</th>
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</thead>
</table>

**Total Bills To Pay:** $78,569.03
1. CALL TO ORDER
Mayor Larsen calls the meeting to order at 8:03 p.m.

2. ROLL CALL
Present: Mayor Larsen, Mayor Pro Tem Gustafson, Trustee Baumhover, Trustee Conrad, Trustee Apt, Trustee Rawsthorne, Trustee Masters
Also present: Town Administrator Karen Gerrity, Town Marshall Larry Johns, Town Treasurer Jen Hagey, Public Works Manager Chris Pelletier, Town Clerk Hope Jordan

3. CONSENT AGENDA
3.1. Approval of December 04, 2018 Accounts Payable BOT 12.18.18 Warrants
3.2. Approval of December 04, 2018 Regular Meeting Minutes BOT 12.18.18 Meeting Minutes for Approval 12.04.18 BOT 12.04.18 Minutes Signed at 12.18.18.pdf
3.3. Approval of Jasmine Bible joining the PROSAB GOCO Advisory Board BOT 12.18.18 AIM PROSAB Advisory Board App BOT 12.18.18 PROSAB Board APPLICATION JasmineBible
Jasmine Bible introduces herself to the Board of Trustees.
3.4. Approval for CIP Funds for Projects in 2018 that were BOT Approved be Continued into 2019. BOT 12.18.18 AIM for BS Egress and TH Remodel
Consent Agenda Unanimously Approved: First Motion: Trustee Baumhover. Second Motion: Trustee Conrad.

4. PUBLIC COMMENT ON NON-AGENDA ITEMS
No Public Comment

5. ACTION ITEMS
5.1. Consideration of a Special Review Use Application related to an in-home child care center business (Dandy Lion Playschool LLC) at 380 S Peak to Peak Highway BOT 12.18.18 Action AIM SRU Child Care Center for Schuler BOT 12.18.18 Action PC DRAFT Minutes 11.28.2018 BOT 1218.18 Action 18LU-008 SRU Application for In Home Child Care
The Town Administrator introduces the Action. She informs the BOT that on November 28th, 2018, the Planning Commission approved Kiera Schuler’s request for special review for the use of her home as a daycare. On November 5, 2018, The BOT approved Ordinance 791 allowing in-home child care.

Kiera Schuler introduces her experience in child care. She was licensed with the state of Colorado while providing daycare services in Boulder. When Ms. Schuler moved to Nederland she operated as a daycare provider under a pilot program in Colorado that does not require licenses for providers serving four or less children. Ms. Schuler intends to acquire a childcare license. Ms. Schuler believes that the Nederland community needs daycare options. Her residence was recently inspected by the State of Colorado. Ms. Schuler provides each family with a parent handbook.

Ms. Schuler uses a staggering drop-off method to alleviate possible traffic congestion each morning and afternoon.

**Public Comment (3-minutes)**
1. Jasmine Bible: Supports Ms. Schuler’s daycare.

The Board moves to approve the SRU with an amended date to reflect today's date.

**Motion Unanimously Approved. First Motion: Trustee Apt. Second Motion: Trustee Baumhover**

## 6. STAFF REPORTS

### 6.1. Karen Gerrity, Town Administrator

The Town Administrator attended a DRCOG CDOT Region 4 quarterly meeting on 12.18.18 in Lafayette and heard an update regarding improvements to Boulder Canyon. The improvements to SH119 going up Boulder Canyon to the Nederland Roundabout are out for bids. They should have a contractor selected in early January. Work is scheduled to begin in March 2019 and end by Thanksgiving 2020. They will have one lane open most of the time. There are a few spots where blasting will occur and they estimate complete road closures for a few hours each time. The Public Works Manager and Town Administrator continue to participate in the DRCOG Sub Regional Transportation Improvement Project grant opportunities meetings. The deadline to apply is February 27. We will submit an abstract for our proposed project by December 31, 2018. As discussed at a previous BOT meeting they are proposing a project to improve Jefferson Street, W. 1st street and the Visitor Parking lot. The Town Administrator is in conversations with CDOT to see if they will support the project and potentially contribute funds. Staff is analyzing how this project aligns with the federal criteria of the grant and sub regional criteria as well.
CDOT has agreed to participate in the review of the Parking, Pedestrian and Traffic Flow Plan proposals which the DDA received through their RFP process. One proposal is from Traffic Engineers Incorporated and the other is from Walker Consultants. Both companies will present their proposals from 4-7pm on January 2nd.

The Town Administrator also updates the Board on issues regarding EcoPass maintenance, distribution, and reconciliation, as well as on the impending increase in cost. Any changes to community access to the EcoPass, such as an increase in property owner’s mill levy, would require an election to approve the implementation of those changes. Boulder County representatives are assisting the Town with researching possible solutions to the increased cost in fares.

6.2. Jennifer Hogan, Town Treasurer

6.3. Hope Jordan, Town Clerk

6.4. Larry Johns, Town Marshal

6.5. Chris Pelletier, Public Works Manager

The Public Works Manager attends Parks, Recreation, Open Space Advisory Board meetings (PROSAB) and Barker Reservoir Design Advisory Committee meetings. He is working on getting power to the site. In order to set a meter for the site he is required to re-address the location. The objective is to have the site addressed by April. When the grant is awarded a meter will be ready for installation. The Public Works Manager also works closely with the Sustainability Advisory Board (SAB) as the Community Greenhouse project moves forward; the greenhouse is part of the park.

Waterline extensions were added to the Stinky Gulch area and to Big Springs. A developer paid for their installation to serve his properties.

Public works is gathering data for the micro-hydro project. They will be able to present data in the next month or so.

6.6. Dawn Baumhover, Community Center Manager

7. BOARD OF TRUSTEE REPORTS

7.1. Mayor’s Report

Mayor Larsen and the Town Administrator met with Commissioner Gardner and county planning staff to discuss the next steps for updating the Intergovernmental Agreement which impacts development outside the Town limits. They reviewed six proposed regions around town and have come closer to an agreement. A draft of the Agreement is expected soon. On the evening of February 12, 2019 the Town will hold a Public Open House to share information and gather feedback regarding the DRAFT IGA. Community members will be able to work with county
Commissioners toward a final decision.

7.2. Trustees’ Reports

Mayor Pro Tem Gustafson
Mayor Pro Tem Gustafson shared several opportunities for involvement in municipal organizations and encouraged everyone to participate.

Trustee Apt
Trustee Apt informed the BOT that the next Sustainability Advisory Board (SAB) meeting is on January 27, 2019. They are working closely with XCEL Energy to find avenues of funding and programs to assist community members in reducing energy use and cost to the consumer.

Trustee Rawsthorne
No new information to report.

Trustee Conrad
Trustee Conrad will focus on drug abuse issues in 2019. She is interested in becoming more involved in resources that are available to those in need and how those resources are communicated.

Trustee Masters
The Nederland Downtown Development Authority will meet on January 2, 2019 from 4-7pm.

Trustee Baumhover
Trustee Baumhover is on the Design Advisory Committee. He informs the BOT that Jasmine Bible will be a great asset to the group due to her background in graphic design. He also notes that the DDA wants to help the Committee with design and funding for the Amphitheater. He expressed that there is growing community interest and momentum behind the project. Future Design Committee Meetings will be held at Teens Inc. The Design Committee has several plans in mind to keep the community connected with the project. An article will be published in the Mountain Ear that includes maps and diagrams.

8. INFORMATIONAL ITEMS

9. DISCUSSION ITEMS

9.1. Eldora Parking Plan

Mayor Pro Tem Gustafson expressed the need for a conversation to take place between Nederland and Eldora Resort about what the town can expect in the future regarding decisions that will impact the Town.

Brent Tregaskis, Manager of Eldora Resort concedes that the traffic and parking issues in Nederland and Eldora are in large part due to single passengers in each cartaking up much of the parking spaces at Eldora. Getting people to carpool would reduce the number of cars. Currently the average number of occupants in a car, heading to Eldora is 1.4 during the week and 1.7 on the weekends. This data is not acceptable to Boulder County from whom Eldora is requesting a permit to build a new parking lot. The concept of paid parking came from county officials...
who feel that the only way to change behavior is to charge for parking.

Brent Tregaskis notes that Eldora Ski Resort is growing rapidly. They are busier now this year than ever before. He is nervous about the problems they are going to bare in January when the season picks up. Next year they will have to look into paying for parking because that is what the County wants them to do.

Nederland resident's ability to park at Guercio is a hyper local initiative. They did not promote Guercio Field as a parking option on their Facebook or website because they intended it to be only for mountain community members.

The Board of Trustees advised that the community should have been brought into conversations about parking so they could have worked on ways to help solve the problem. The Nederland Community is beginning to have conversations about how they can carpool or help to reduce traffic. Mayor Larsen points out that eventually the town and the ski area cannot handle 40% more cars that the new parking lot will allow. The question was posed: Does growing parking enhance the ski experience if the slopes are packed? The Board of Trustees requests that Eldora Ski work with RTD for more bus services.

Public Comment (1-minute)
Matt Phillips: Eldora Resident supports further discussions to reduce traffic congestion and solve access issues to and from Eldora township.

Mayor Larsen makes a Motion to extend the meeting.
The Board of Trustees Unanimously Approves the Motion.

9.2. Next Steps in Hiring Process for Legal Firm
BOT 12.18.18 AIM Legal Services Selection Process

The Board of Trustees discusses their views on the legal services available to Town.

With a Nod of Four the Board of Trustees directs staff to conduct negotiations to transfer legal services from Murray, Dahl, Beery & Renaud to Widner Juran. Based on the outcome of negotiations, the Board of Trustees intends make a public decision at their January 15, 2019 meeting.

10. OTHER BUSINESS
11. ADJOURNMENT

The Board of Trustee Meeting adjourns at 10:15 pm.
Approved by the Board of Trustees

ATTEST: Kristopher Larsen, Mayor

C. Hope Jordan, Town Clerk

The Board of Trustees encourages citizen participation. Public hearings and the "unscheduled citizens" agenda item allow an opportunity to address the Board. Discussion is limited to 3 minutes and please address your comments to the Board. Thank you for your cooperation.

The Board of Trustees may take action on any item included on this agenda, regardless of the heading under which such item appears. Discussion items may become action items if the Board determines that deferring final action on an item to a subsequent meeting is unnecessary or unwarranted and that taking immediate action does not compromise any third-party's rights.

The Board of Trustees meeting packets are prepared by Friday before the Tuesday meetings and are available for inspection at Town Hall during normal business hours. The information is reviewed and studied by the Board of Trustee members, eliminating lengthy discussions to gain basic understanding. Short discussion on agenda items does not reflect lack of thought or analysis. The agendas are posted at Town Hall, the post office, and on the Town's website on the Friday prior to the meeting. Copies of the agenda and meeting packet are available at no cost via email from the Town Clerk or from the Town website at www.nederlandco.org.
TOWN OF NEDERLAND STANDARD APPLICATION
FOR APPOINTMENT OR REAPPOINTMENT TO TOWN
ADVISORY BOARDS AND COMMISSIONS

Applicant Name: Kevin Mueller

Mailing Address: Nederland, CO 80466

Street Address:

Telephone number(s):

Email address:

Board or Commission for which (re)appointment is sought: SAB

Please marks desired appointment and attach a description regarding your interest:

___ NEW APPOINTMENT, please describe any special knowledge, abilities, background or interests which you feel will provide a positive contribution to the goals and purposes of the board or commission for which you are seeking appointment. (Attach resume if desired or use an extra sheet of paper if necessary.)

X RE-APPOINTMENT, please describe previous board(s) experience and contributions. Please plan on attending the BOT meeting at which your appointment will be considered.

BoT liaison to SAB 2017

Applicant Signature ____________________________ Date 5-15-18

FOR OFFICE USE ONLY

Date of initial appointment:
Replaced (if applicable):
Date of term Expiration:
Date of reappointment:
Date of resignation or removal:

Updated: May 2018
STAFF REPORT FROM TOWN ADMINISTRATOR

EMPLOYEE OF THE YEAR
Town staff selected Nicki Dunn from Public Works as the 2018 Employee of the Year. Highlights of her nomination include the following:

- Nicki Dunn because she has taken on projects such as improving the park, she's always ready with a smile and good energy, even if she personally is having a hard time, because she follows through, and because she cares about her job, the Town and community, our residents.
- I nominate Nikki Dunn for her efforts to upgrade Chipeta Park. She has been a member of my team for several years and I can't think of anyone else more deserving. She is dedicated and loyal and a valued member of the team.
- She is always looking out for what's best for town and ways to beautify it. She is dedicated and has owned her role as parks department manager. The grant she secured completely changed the park.

Nicki won extra hours of Paid Time Off along with gifts from the local businesses. Public Works Manager, Chris Pelletier and Town Treasurer, Jen Hagey were tied for second place.

IT UPDATES
The Town telecommunications system has been upgraded from an analog system to a Voice Over Internet product, greatly improving the technology. Randy Lee, Jen
Hagey and Christy Ruehman have been instrumental in ensuring a smooth transition.

**SHORT TERM RENTALS AND ACCESSORY DWELLING UNITS**
The Board of Trustees (BOT) appointed an advisory committee comprised of town staff, trustees and planning commissioners to further research modifications to the Nederland Municipal Code and then present their findings to the BOT in February. The advisory committee met on December 19, 2018 and the suggestion was made to create a google doc of the code which would be easier to edit and share. This document is accessible to the public and feedback can be sent to staff. The link is below. The advisory committee will meet on January 14 and again on January 29 at 5:30pm.

https://docs.google.com/document/d/146pqW7xuVv_y_AkAvpna9MGYYWCxds7uzkgZlItajTk/edit?usp=sharing

**DENVER REGIONAL COUNCIL OF GOVERNMENTS**
Chris Pelletier and Karen Gerrity continue to attend DRCOG meetings regarding Sub-regional Transportation Improvement Project (TIP) funding. Grants are due February 27, 2019. Staff identified Jefferson and West 1st Streets and sidewalk improvements leading into and including the Visitor Center parking lot as a project that meets some of the criteria for the funding. Staff submitted a one page abstract on December 31, 2018. At a technical committee review meeting held on January 7 it was suggested that the scope of the project be reduced and Jefferson Street be removed from the grant application since that portion of the project doesn't meet the criteria. Improvements to Jefferson Street would be seen to mostly benefit the businesses located there and that doesn't align with the grant focus.

**BIG SPRINGS EGRESS**
A survey of the egress and final design are underway. The USFS is preparing the paperwork to grant the Town an easement for the portion of the egress that will go through their property. Staff met with representatives from JVA, the Town’s engineer of record, and Boulder County Planning staff in a pre-application meeting last month. The Town will submit an application requesting right of way for the egress through Boulder County Open Space. Boulder County is waiving the review fee. Funding for the egress construction is being explored.

**NEDERLAND FIRE PROTECTION DISTRICT AND DDA CONCERNS**
Rik Henrickson from the Nederland Fire Department attended the December 12 NDDA meeting and expressed concern about the re-authorization of the mill levy tax. The fire department has concerns with the amount of money that is taken out of their budget due to the DDA and said to date they have lost $110,000 in revenues because they are held at the 2007 levels. The fire department requested to add this topic to a DDA agenda to discuss an intergovernmental agreement to return some money to the fire district. Chief Dirr followed up by sending the DDA a detailed letter and data regarding the financial impact.
SAFE BUILT ACTIVITY AND BUILDING AND PLANNING

Attached to this document are reports from SAFEbuilt summarizing their activity for the last quarters and the last months of 2017 and 2018. From mid-December 2018 until mid-January 2019, a total of 6 building permits were issued to include: 1 reroof, 1 basement finish, 1 commercial remodel, 1 demolition, and 3 miscellaneous permits. Town staff processed 1 banner permit during this time. Town staff handled the County recording of the fully executed Caribou Ridge Replat C completing a year-long process to be finalized. This requirement had previously held up new building permit submissions, which may now proceed as normal.

The Planning Commission cancelled the regular December meeting due to proximity to the holiday. There were no pending applications at that time.
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**NED - New and Existing**

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**Inspection Activity**

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<th>One-Stop Residential</th>
<th>One-Stop Commercial</th>
<th>One-Stop Residential</th>
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**Summary**

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**Planning Activity**

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Date Range: 12/01/2017 - 12/31/2017

NED - Nondetected

Jurisdiction Building Performance Report
# Jurisdiction Building Performance Report

**NED - Nederland**

**Date Range:** 01/01/2017 - 12/31/2017

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## Permit Activity

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## Voided Permits

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## Plan Reviews

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### Permit Activity

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<td>Total fees billed</td>
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<td>722.07</td>
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<td>27,723.01</td>
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<td>1,459.11</td>
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### Voided Permits

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### Plan Reviews

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MEMORANDUM

To: Nederland Board of Trustees
From: Jennifer Hagey, Treasurer
Date: January 15, 2019
Re: Treasurer’s Report

Staff Report from Town Treasurer

Year end is a busy time for the finance department. The first quarter consists of wrapping up the upcoming year’s budget, closing out the prior year’s financials and jumping into the audit while still maintaining day to day operations.

Budget Update
The 2019 budget was passed at the December 4th BOT meeting. I am currently working on the 2019 Budget Book that will be submitted to DOLA by January 31st. It will then be uploaded to the town website.

2018 Financial Update
Pre-audited financials for 2018 will be provided at the February 19th BOT meeting. There will most likely still be some minor adjustments to make at this point but it will be a solid representation of the revenues and expenses for the year.

2018 Audit
We have once again moved up the audit date for the prior year’s financials to have a more timely year end close and to complete it prior to my leave. The audit start date for this year will be March 12th. I foresee it being an efficient and smooth process.

Staffing Update
With the passing of the 2019 budget there have been a couple staffing changes that affect the finance department. Kat McDonald will now transition full time to the utilities department focusing primarily on utility billing. We have hired a part-time Administrative Assistant, Melinda LaJudice, to cover the front desk. Christy Ruehman will become the Finance Support Specialist which primarily covers HR, payroll, accounts payable, grants coordination and the remaining front desk hours.
1. Recently two licensed marijuana distributors asked about the laws on obtaining a Social Consumption License. Currently there is a pilot program taking place in Denver. We worked with our legal team regarding the topic. (See attached.)

2. Frozen Dead Guy Days will submit a complete application on 1.15.19. On 1.16.19, a meeting of town department heads will review the application and sign off on its completion. A contract between the Town and Amanda McDonald will be presented at the first BOT meeting in February. (See attached.)

3. Business Licenses are coming in to Town Hall after a mail and email blast to businesses owners with expired licenses doing business in the area. There are a number of businesses who are operating without a license. We are working to identify them and then welcoming them into legal business ownership.

4. The Community Center requested special event liquor licenses for upcoming art events. They were approved.

5. If the BOT is interested in sending me the notes used during their reports, I would be happy to post them in the Minutes.
Frozen Dead Guy Days 2019: Overview of Changes, Forms Needed as of 12/17/18, Questions.

Forms Needed:
1. CDOT Permissions
2. Boulder County Parking Permission agreement
3. Parking Plan
   a. Supervisor Contact Information
4. Emergency Plan
5. 2019 Updated Site Plan including but not limited to:
   a. Trash Receptacle locations
   b. Recycle Receptacle locations
   c. Zero Waste Plan
      a. Was last years EcoCycle bill paid in full?
      b. Please explain Fun Recycle Plan
6. Special Event Request to Fundraise from Peak to Peak Healthy Community
   a. liability insurance
7. Image of fencing that will go around Drinking Areas.
8. Current W9
9. 2019 Certificate of Liability
10. Weather Contingency Plan
11. Written Permission for the Use of Premises
12. Indemnification for days that tents are set up prior to and after event days.
    a. Fee for days prior to and after event used for set up and breakdown.
13. Additional Fees for days set up prior to and after event days.
15. Schedule of Activities for each site.
16. Traffic plan
17. Copy of Security Contract
   a. List of Security Team Names
18. Map of Signage
   a. Signage for each area.
19. List of Vendors
   a. Vendor Agreements
20. Restoration of Lease Property
   a. Contract of landscaper—
   b. Town Walk through of property prior to event set up.
21. Copy of Bus Shuttle Contract
22. List of Bartenders and Training Certifications
23. Traffic Control Supervisor
   a. Contract
24. Copy of Nederland Police Department
   a. Special Duty Policing Services Contract
25. Emergency Plan Outside of Saturday 12 to 4
   a. Landscaper walk through, prior to event—2 wks before.
26. Response to Questions and Concerns noted below:
   a. Liquor

A special event license is a fundraising tool for a nonprofit, not a liquor license for a nonprofit to give away. A nonprofit can fundraise at an event and all liquor proceeds are given to the nonprofit. Because Butterfly Effect is a "social" nonprofit they can have no pecuniary gain from a special event liquor license, per Special Event Permit Regulations. If another nonprofit is used there is an understanding that all of the profits from alcohol sales go to the nonprofit. Also, the nonprofit using the fundraising special event tool is liable for any and all alcohol related incidents associated with the event.
2. FORM: GUERCIO FIELD, CHIPETA PARK RENTAL
1. There is a request to set up the event as early as 3/1/2019 and take down 3/11/2019 - 
The actual event is 3/8, 3/9, 3/10.
   a. Why is there no charge for set up and take down days?
2. 10,000 -12,000 people in the park.
   a. Will there be 10,000 to 12,000 people in the field and park?
3. Deposit: Unclear about $750 fee note.
   a. Deposit is $2,500. There is a request to withhold from VC funds for merchandise?
   b. Is there a date for final payment of the deposit to the Town?
   c. Was payment fulfilled in 2018?
3. IDENIFICATION FORM signed for dates 3/8, 3/9, 3/11 with times marked 3/8/19 at noon to 3/11/19 with no time noted.
   a. What about 3/10? What time out on 3/11? And do we charge a fee for 3/1, 3/11?
   b. We require indemnification forms for the days when tents are set up, through the event to breakdown.
4. FORM: TERMS AND CONDITIONS FOR TOWN OF NEDERLAND FACILITIES.
   a. Initialized and signed.
   b. Deposit Request: Last year agreement money with help from VC sales and FGID merchandise.
5. FORM: BANNER PERMIT APPLICATION SIGNED.
   1. 12/11/18 Send to Cynthia and email Town Clerk.
   2. No fee present.
6. FORM: RELEASE AND IDENIFICATION; USE OF TOWN ENTRYWAY PROPERTY, STRUCTURES AND OR SIGNS.
   1. Banner Request: Initialized, signed and sent to Cynthia.
7. FORM: W-9 Taxpayer Identification Number.
8. FORM: NOISE VARIANCE PERMIT APPLICATION.
   1. For 3/8/19 from 12:00 p.m. to 3/10/19 10 p.m.
   2. 21,000 people expected over the weekend.
9. FORM: REQUIRED DECLARATIONS
   1. Moving the Bourbon and Brews tent down to Guercio Field because they said they were moving the main drinking down to the field.
      1. One symbol in open drinking area appears to be a bar. Please confirm, it is not labelled.
      2. A 6-foot drinking fence will enclose area. Only one opening at front gate.
         a. Per a discussion with Larry, he mentioned having more security and another security patrolled spot where they can open gate for an emergency.
         B. Review Check Points and Containment.
10. Police and Public Works Services are Requested (fee ahead of event by 14 days.)
    a. The fee will need to be paid 14 days ahead of the event.
    1. Police Fee:
       a. Is there a contract?
    2. Public Works Fee:
       b. Is there a contract?
    1. Public works doesn't have any wood chips this year
    2. specifically what their barricade needs are so I can let them know in advance if I have what they are requesting. I have a limited supply of stuff and probably not everything they need.
    3. Can we request that this event reconcile with Eco Cycle? Eco Cycle is an important partner in Boulder County when it comes to helping communities to divert trash from the landfill and
Areas of Concern:

1. Control of Drinking area around 151st: Moved Boubon Tent to Guercio and creating a fenced in well contained drinking area.

   a. this seems like the creation of a new drinking area. Not sure how this is more controlled. There will only be fencing and no additional security...less, I believe in fact.

2. Parking
3. Trash
4. Clean

1. I only see Emergency Vehicles there on Saturday.
2. Fire Department secures polar plunge.
3. Is there drinking allowed in Coffin Race?
4. Define “sensitive” areas. Request for Larry to define areas.
5. Plans for Parade?

- Please provide list of smaller events taking place in town. Procedural and Logistics Plan:
  1. AMR is scheduled onsite 3/10/18 from 12 to 4.
  2. Why not the rest of the weekend?
  3. Chief Larry Johns will be point of contact for emergencies? Fee?

3. Parking and Traffic Plan?
4. Public Transportation? Free Shuttle 1.5 hours? How many people can free bus hold?
5. Security:
   1. How many people on Peaceful Security Team?
   2. Give town copy of TIPS certified Bartenders when they figure out how to serve alcohol.
   3. Is their Dispatch system acceptable?

- Call in VITA for running ADA handicap / more shuttle.
- Security cleared people off the ice. More security.

- How to keep people off ice- fencing around ice.
- Emergency Vehicles- only on Saturday?
  - Rangers & Security out and about
  - Bear cans locked.

1. Practice test
2. Walk through on Monday for keys.

- Pre-event inspection once tents are set on the 7th.
- At end of parade- give people to tear down barricade after parade to get highway moving.
11. Parade
1. Parade Route? Start? Stop? Stage?

12. Fees:
1. To Process Application a fee of $250 per day needs to be paid.
a. Is the fee from 3/1? Or 3/8? to 3/10? Or 3/11? -to include set up and breakdown days?
b. Request to hold money from VC sales.

CONDITIONS ADDRESS:

   a. Toilets: 1. 2.
   2. 3. c. trash, 1. 2.
   3. d. parking, 1. 2.
   2. 3. f. staging, 1.
   3. g. containment, 1. 2.
     h. handicap access, 1. 2.
     i. emergency 1. 2.
     j. water and stations 1.
   2. 3.

2. Discuss Security:
1. Size of Staff
2. Overnight security?
3. Town PD?
4. Medical?
3. Insurance: Minimum coverage $1,000,000: The Town of Nederland must be listed as "additionally insured" on the policy.
5. Parade:
1. Fencing along parade routes?
6. Portable Toilets:
   1. 2 Toilets for the first 11 people plus one unit per each 110 people a. One unit meets ADA requirements
   b. Outline Location?
   7. Trash Removal Plan?
8. Parking Plan? (town may provide a plan that needs to be followed.)
10. Water Availability: Address where locations for water will be.
11. When to schedule TRC?

12. FORM: SITE PLAN
1. Site Plan for the Town of Nederland:
   1. Set up and Breakdown days?
   2. Public works? Do you want to be on it?
3. Traffic Manager? TBD?
4. Town Clerk name and contact? Why

*How encourage from far places
*Zip has.
TOWN OF NEDERLAND
SPECIAL EVENT/PUBLIC ASSEMBLY
PERMIT APPLICATION

Name of Event: Frozen Dead Guy Days
Type of Event: music and events
Brief Description of Event: parade, polar plunge, coffee races, brain freeze + frozen t-shirt contest, live music in 3 tents.

Event Date(s): 3/8, 3/9 & 3/10 2019
Event Time(s): noon Friday March 8th till 10pm Sunday, 10th
Event Location(s): 1st street in Nederland, Guerino Park
Anticipated Peak Attendance: 15k
Anticipated Daily Attendance: varies 1k Fri, 15k Sat, 5k Sunday
Set Up Date(s) & Time(s): request date March 1st to be able to put up tents - depends on weather conditions
Tear Down Date(s) & Time(s): Monday the 11th, possibly onto Tuesday 12th

Date of Application: __________
Sponsoring Organization: FDGD, LLC
501(c)(3) Number: __________ Tax Id #: 47-5105398
Sales Tax ID #: 27890508

Applicant Name & Title: Amanda Mac Donald Event Coordinator
Mailing Address: __________

Phone(s): __________
REQUIRED DECLARATIONS:

1. Will you be requesting the exclusive use of Town-owned property? ☐ YES ☐ NO
   If yes, you will likely be subject to the Town of Nederland’s Special Event guidelines and will
   be required to schedule and attend a Technical Review Committee (TRC) meeting to discuss
   the event. The TRC consists of representatives from the Town Staff, including the Police,
   Public Works, and Fire Departments, as deemed appropriate by the Town Clerk.

2. Is this a first-time event OR are there any major changes being applied to a pre-existing
   event? ☐ YES ☐ NO
   If yes, the event and/or changes may be sent to the Nederland Board of Trustees for a
   hearing and approval. If the event has happened successfully before (as determined by a
   post-event review) and there are to be no major changes, the TRC shall have authorizing
   power to approve the event.

3. Will vendors be selling food and/or beverages at the event? ☐ YES ☐ NO
   • If yes, you may be required to register with the Boulder County Health Department (BCHD)
     and also to supply each individual Vendor’s application to BCHD. See the online application
     at http://www.bouldercounty.org/records/licenses/pages/foodtmeventeaspx

4. Do you want to sell or provide alcoholic beverages at the event? ☐ YES ☐ NO
   If yes, you must obtain formal approval from the Nederland Liquor Licensing
   Authority/Town Clerk. The Special Event Liquor License Application must be submitted to
   the Clerk’s office a minimum of sixty (60) days prior to the event. The fee is $100/day made
   payable to the Town of Nederland. Upon Town approval, the Town Clerk will submit the
   application to the State for their record and tracking. The application requires you to include
   a schematic of the area desired to be licensed for liquor sales and consumption, and also a
   Site Plan indicating your Age Verification System (e.g. ID checkpoint(s), hand-stamps,
   wristbands, etc), means of containment (e.g. fencing, barricades, etc), placement of security,
   and more. The application is available online at
   oyid=1191399143561&subbinary=true

5. Will you need to amplify any sound at the event (music, voices, etc)? ☐ YES ☐ NO
   If yes, you must obtain a Noise Variance Permit and pay the associated fees. You will be
   required to abide by the Town of Nederland’s noise ordinance.

6. Will your event need the use of Guercio Ballfield, Chipeta Park and/or the Pavilion, or the
   Visitor Center Parking Lot? ☐ YES ☐ NO
   If yes, you must complete a separate Public Facilities Rental Application and pay the
   associated fees. A cleaning/damage deposit or surety bond will be required to ensure that
   the area(s) used are left clean and undamaged.

7. Do you plan to hang a sign(s) on any Town-owned property? ☐ YES ☐ NO
   If yes, approval by the TRC is necessary for each location and a banner application will need
   to be filled out, there is no fee required if associated with a special event. Signs may be hung
requirements unless other handicapped facilities are available already on the site. The location(s) of all portable toilets must be outlined on the Site Plan.

10. **Trash, Recycling & Composting:** All events are required to have a detailed plan for the collection and removal of all trash, recyclable and composting materials. The TRC shall discuss and approve the plan, which may require on-site placement of a dumpster, roll-off, and/or other trash and recycling receptacles.

11. **Parking:** Events are required to have a detailed plan indicating how parking will be controlled during the event. Handicapped parking and emergency parking should be considered and included. The Town may provide you with a preferred parking plan to follow.

12. **Medical Plan:** Events are required to have a detailed plan indicating how medical emergencies will be addressed during the event. Large events will not be permitted to rely solely on Town emergency medical services.

13. **Availability of Water:** Event sponsors should be prepared to address the issue of having water available to patrons.

14. **Alcoholic Beverages:** No alcohol shall be allowed on Town property (parks, streets, etc.) without proper licensing.

15. **Glass:** No glass bottles or containers shall be allowed on Town property (parks, streets, etc.) without prior approval.

16. **Public Access After the Event:** Event sponsors must have their event areas cleaned and reopened to the public by a date and time specified by the TRC.

17. **Post-Event Review:** Event sponsors, especially for large, first-time events, may be required to meet with the TRC following the event for a post-event review.

I hereby certify that the statements made in this application are true and complete to the best of my knowledge, and that I am authorized to execute the requirements of this application.

[Signature]

Date: 11.13.18
a maximum of thirty (30) days prior to the event and must be removed no later than one (1) week following the event.

8. Will Police services and/or Public Works services be required before, during, or after the event?  
   □ Yes □ No  
   If yes, event sponsors must fully reimburse the Town for services related to event production, which may include, but are not limited to, Police and Public Works Department personnel. Additional services requested from the Town (eg: traffic control, barricades, electrical power, trash removal, security patrols, signage, etc.), any personnel needed, and their appropriate charges shall be determined by the TRC. Charges for any/all labor, materials and/or equipment used may apply unless specifically exempted. The event sponsor will be required to pay an estimated fee for these services at least fourteen (14) days in advance of the event.

9. Will anything other than tickets to the event be sold at the event?  
   □ Yes □ No  
   All event sponsors must obtain a special event sales tax license and are responsible for reporting sales tax revenues from the event to the State of Colorado. If individual vendors will be selling items at the event, the event sponsor is responsible for collecting the sales tax revenues from the vendors at their event and submitting it to the State of Colorado. See http://www.colorado.gov/cs/Satellite/Revenue/REVX/1176842266427 for more information.

10. Will your Event include a parade on public streets and roads?  
    □ Yes □ No  
    If yes, you must attach a map of the parade route, including the starting and stopping locations, and any/all staging areas.

FEES:
Application fees must be attached to this application in order to begin processing permit. Please pay cash or check made payable to the Town of Nederland.

□ Non-Profit 501C(3) Event (NO LIQUOR) $25.00 PER DAY
□ EVENT OF 40 PEOPLE TO LESS THAN 100 PEOPLE, $25.00 PER DAY
□ EVENT OF 100 PEOPLE TO LESS THAN 1,000 PEOPLE, $100.00 PER DAY
□ EVENT OF MORE THAN 1,000 PEOPLE, $250.00 PER DAY

CONDITIONS:
1. Timeframe/Deadline: This application must be submitted a minimum of 30 days prior to the event for all events of more than 40 people. Late applications are subject to an additional $50.00 processing fee.

2. Site Plans: Site plans must be included with every event application. Plans must be as comprehensive as possible and must include all necessary information relevant to the event, including the location of toilets, tents, trash, parking, security, staging, containment, handicapped access, emergency routes, water and medical stations, etc. An 8 ½” x 11” sheet of paper shall be used for each separate site.

3. Event Safety and Security: All event sponsors are responsible for the safety of event attendees and the security of all event-related property. Event sponsors should be prepared to discuss their means of event security at the TRC meeting, including the size of the staff and whether overnight security will be necessary or not. If the event requires law
enforcement services or emergency medical services from the Town beyond routine patrol, event sponsors must schedule off-duty police officers at least three weeks prior to the event.

4. **Insurance:** All event sponsors are required to provide Proof of Liability Insurance with a minimum coverage of $1,000,000 to the Town Clerk no later than fourteen (14) days prior to the event. The Town of Nederland must be listed as 'additionally insured' on the policy.

5. **Zero-Waste Goal:** It is the goal of the Nederland Board of Trustees to have only zero-waste events in Nederland. Events that further this goal will be favored over events that are not environmentally-sensitive. At the TRC meeting, event sponsors will be expected to provide a waste plan that reflects this Town priority, and conditions may be placed on the event to further this goal. For further information, please visit: [http://nederlandco.org/government/town-hall/special-events/](http://nederlandco.org/government/town-hall/special-events/) and review the Zero-Waste Events Planning Booklet.

6. **Contingency Plans:** All events must provide written contingency plans for weather occurrences that could affect the event. Large events must also provide media/social media plans for notifying the public and/or attendees of the event’s postponement or cancellation.

7. **Event Cancellation/Postponement:** Should adverse weather or other emergency situations necessitate the repeal of this permit by the Nederland Fire Department or Nederland Police Department, the Town of Nederland shall not be liable for any financial liability incurred by the event organizer, event attendees, or anyone else effected by the cancellation or postponement.

8. **Parade:** Parade organizers shall be on duty at least one (1) hour before the scheduled start of the parade, and shall ensure that all entries have registered and are familiar with parade rules. Parades shall start on time and shall progress in an orderly fashion. Town officials and parade organizers have the authority to remove any entry causing a delay, failing to cooperate, or violating official parade rules. The TRC may require fencing along parade route(s).

   a. **Specific Parade Rules:**
   - No alcoholic beverages may be consumed by individuals participating in the parade during the event. Individuals operating motorized vehicles in the parade may not be under the influence of alcohol, as according to State law.
   - No entry will move into a different position within the parade line-up before or during the parade, except under the direction of the Parade Marshal.
   - Participants shall not jump on and off vehicles while the parade is in progress.
   - Participants on motorized vehicles shall drive in a safe manner and are expected to follow normal traffic laws. (e.g. No "wheelies" etc.)
   - Parade participants are expected to conduct themselves in a courteous manner.
   - Candy and other objects may be safely given or gently tossed (never thrown) to spectators.
   - Failure to comply with parade rules may result in removal from the parade.

9. **Portable Toilets:** State regulations require two (2) toilets for the first 100 people, plus one additional unit per each 100 people after that for each day of the event. Fewer may be required if the units are to be serviced during the event. At least one(1) unit must meet ADA
OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Butterfly Effect Inc.

is a Nonprofit Corporation formed or registered on 12/08/2015 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20151786575.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/15/2018 that have been posted, and by documents delivered to this office electronically through 11/16/2018 @ 10:42:19.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/16/2018 @ 10:42:19 in accordance with applicable law. This certificate is assigned Confirmation Number 11230031.

----------------------------------------
Secretary of State of the State of Colorado

******************************************************************************
Notice: A certificate issued electronically from the Colorado Secretary of State’s Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State’s Web site, http://www.sos.state.co.us/bc/CertificateSearch.do by entering the certificate’s confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/bc click “Businesses, trademarks, trade names” and select “Frequently Asked Questions.”
******************************************************************************
2019 FROZEN DEAD GUY DAYS: “Site Plan” for The Town of Nederland

MAIN Festival Phone Line: (303) 506-1048
MAIN FDGD Festival Headquarters (The Teen Center) Address: 151 East St, Nederland, CO 80466
FDGD LLC Mailing Address: 3875 Arbol Ct., Boulder, CO 80301
FDGD website www.frozendeadguydays.org

Festival Dates & Hours:
Friday, 3/8/19 from 4:00 PM - 1:00 AM
Saturday, 3/9/19 from 11:00 AM - 1:00 AM
Sunday, 3/10/19 from 12:00 PM - 9:00 PM

Event Contact List:
HQ: TBD
911 FIRST ON CASE OF AN EMERGENCY
POLICE DEPARTMENT OF NEDERLAND (303) 258-3250 CHIEF LARRY JOHNS
FIRE DEPARTMENT OF NEDERLAND (303) 258-9161
BOULDER POLICE DISPATCH (303) 441-4444

Amanda MacDonald - Event Coordinator/Co-Owner
DIRECT: (303) 506-1048 - fdgd2010@gmail.com

- Public Works Town of Nederland / PLEASE FILL IN
- DIRECT: -

- Larry Higgins - FDGD Site Logistics
- ljhiggins@hotmail.com

- FDGD Parking/Traffic Manager/Coordinator / TBD
- DIRECT: -

- Chris Perrett - Security Manager
- DIRECT: - chrisperrett@gmail.com

- Hope - Town Clerk of Nederland
- (303) 258-3266 Ext. 23 - TownClerk@nederlandco.org

- Timothy Bilobran CDOT - Certificate holder in lieu of Nederland
- DIRECT: (970) 302-2042 - timothybilobran@state.co.us

- Dustin Huth - FDGD FREE Shuttle Bus
- DIRECT: - Dustin@burstoshow.org
PRIME DIRECTIVES: SAFETY, RESPECT OF THE NEDERLAND COMMUNITY & HAVING FUN!

AREAS OF CONCERN THAT ARE BEING ADDRESSED WITH CHANGES/ADDITIONS:

1. CONTROL OF DRINKING AREA around 1st Street / moving 3B tent to Guercio and creating a new fenced in, well contained drinking area.
2. DECREASED RELAY almost all major activities will now be in Guercio, First Street tent simplified and made more self sufficient.
3. SOBER STAFF/ instituting stricter policies for security team & outsourcing bar labor
4. LIGHTING / utilizing portable spotlights in outdoor area & string lighting
5. PARKING / better defend sensitive areas/ increase signage and flaggers to direct to patrons to Indian Peaks shuttled parking area
6. TRASH / developing a TRASH IS FUN game center, continue net zero waste efforts
7. CLEAN UP / scheduling a fresh/paid staff to work Sunday/Monday

FESTIVAL TENTS AND EVENTS: site maps and tent layout map will be shared, also website www.frozendeadguydays.org always good for reference

RENAMED 1st Street tent “Not so Dead in Ned Tent” formally the Brain Freeze tent. Located at 75 East 1st Street next to the Dead Guy Shed. It will be a 40 X 60 ft tent with live music during festival hours Saturday and Sunday, serving beer and spirited drinks. We are proposing to move the Bacon Bourbon and Brews tent down to Guercio park. Therefor the lot behind the Not to Dead/1st Street tent would be available as an outdoor drinking area that could be better contained with 6ft alcohol fencing.

The only back exit would be for staff and musicians located at the back of the tent and managed by security. This tent would feature mostly Nederland musicians and artisans. Once again would ask town for wood chips to be inside the tent, festival would be responsible for their removal. The tent would have it’s own ice and liquor storage area since removal of 3B tent will free up usable areas. This will also cut down for the need for travel between the two festival sites. It would also have its own dumpster and recycling receptacle.

Bacon Bourbon and Brews Tent we are proposing to move down to Guercio park. This 40x90 tent would remain essentially the same in layout, with 6 craft beer vendors. Bourbon tasting, live music and bacon. Having the two largest tents in the same area would cut on the need for movement between the two areas.

Re-animate Yourself Tent this 40 x 120 ft located in Guercio Park featuring live music, beer and bar would remain status quo from 2019.
Registration & Waivers for Polar Plunge, Coffin Races & Parade of Hearses will be held at FDGD Main Headquarters (151 East Street, Nederland, Co 80466) opens Friday 8th at 10am

- NO ONE is able to participate without registration and signing a waiver for any event.
- There will be no more than 80 Polar Plungers per day during event
- There will be no more than 30 Coffin Race teams during event
- Parade will conform to town rules outlined in Special Events application

Polar Plunge Saturday March 9th 1-1:30 Guercio Park

- Man made pool 4.5ft deep x 18 ft wide, located in holding ponds Guercio Park
- two mic’d announcers
- Pool water to be manned by Nederland Fire Department for safety of jumpers
- There will be NO DIVING. Belly Flops, Cannon Balls and Plops are only acceptable. There will be clear and multiple locations for signage for Polar Plungers.
- There will be multiple volunteers in this area for crowd control, as well.
- The Polar Plungers will have a heated area with towels available.

Coffin Races Saturday March 9th 1:30-3:00pm Guercio Park

- To be held at Coffin Race Course at Guercio Park in old holding ponds
- NEW 2019 Coffin race course will be fenced in with 6ft alcohol fencing so it will be part of the entire festival grounds and outdoor drinking area
- Entrance to the coffin area directly from Guercio field, second back entrance for high traffic times open 12-4pm Sat 9th only, then closed off with fencing for remainder of festival.

Parade of Hearses Saturday March 9th Noon start

- Parking for hearses will be on FDGD festival site at Guercio Park.
- Parade will start on 2nd & East Street, headed south, turn east down E. 1st St, then head North on 119, then right (West) on 2nd Street ending at the start point. Parade only on Sat. 3/10/18 from 12:00 - 1:00pm.
- Ample fencing will be put in place to protect sensitive areas (determined by Sergeant Larry)
- A mic’s announcer will be on site and a designated parade coordinator at start
- FDGD will have certified traffic controllers and 2-4 police officers for the Parade to help assist with traffic, direction and crowd control. There will also be visible signage for parade and traffic.
- Parade will conform to town rules outlined in Special Events application
Smaller event go on throughout the weekend, schedule of event listed in guide and online. They will all be status quo with the exception of Human Foosball that would be moved to Ron's new parking lot to make room in Guercio park. There would also be ice carving with electric chain saws being used and more limited carving times to cut down on noise pollution.

PROCEDURAL & LOGISTIC PLANS:

Emergency Medical Plan:

AMR/EMT Emergency Services will provide emergency medical assistance in the event of an emergency. AMR is scheduled to be on-site at the event from 12:00pm – 4:00pm on Saturday 8/10/18. AMR will be staged in North Parking Lot (above Guercio Park, parallel to Boulder Canyon Drive) in the event of an emergency. Two-way radio communication will be maintained at key points around the event site should their services be needed with Chief Larry Johns as main point contact for emergencies. If weather conditions dictate, a second emergency unit may be arranged to be present at the event. Each gate entrance will be accessible for emergency vehicle.

Parking & Traffic Plan: TBD / ETA to work out full plan by January with NPD and hire a new Traffic director this year.

- Main goal to protect sensitive areas of town as much as possible with thorough signage, cones and flagging (working on map that Traffic director will be responsible to put in place) also would request that Town Works help with this process.
- Direct attendees to parking areas with flagger and signage, continue to have them in sensitive traffic areas to direct pedestrians as well as vehicles (locations will be laid out on map) and certified flaggers hired.
- Offer shuttles service down from Indian Peaks, encouraging attendees to park at the Caribou Lounge and surrounding area
- Encourage private lots to charge
- Would really like to utilize private lot north of Post Office but owner reluctant, going to keep trying.
- Like to consider utilizing the Caribou Rd area or possibly one of the large fields in the area.

Public Transportation:

- (FREE to the public) Shuttle Busses (sponsored by FDGD), that have designated pick-up and drop off location. This is in efforts to promote safety and no drinking and driving.
- Location is the North parking lot above Guercio Field, parallel to Boulder Canyon Drive.
Shuttles will pick up and drop off every 1.5 hours (depending on traffic & weather) during festival hours of operation.
- FDGD encouraged cab and Uber drivers to be in the area
- RTD will be in regular routes, and contacted in advance about the event
- Hired transportation will be notified by FDGD management if there are any road conditions
- FDGD and Sergeant Larry John will be in contact with main point person with CDOT

Security:

- FDGD has one security team “Peaceful Security” team for festival sites, this is their 4th year and Chris Perret wanting to work closely with Sergeant Larry John to address security concerns from year past.
- Greater use of fencing and volunteers in 2019 to help with alcohol containment.
- FDGD going to have BRIGHT, FEST DATED and LABLELED CUPS (help with drinking visibility and zero waste)
- All bartenders in tents and town establishment will agree on an overserved mark (X on both hands)
- All bartenders must be TIPS certified, looking to hire through a staffing agency for 2019
- Camera will be in place in areas where cash is being handled.
- Security team and main core FDGD staff will have assigned two-way radios, hiring a professional dispatch person for HQ and will have a radio training on 3/8/19 before the festival opens. Many past workers and volunteers are returning and familiar with the radios used for the last 3 years.
- Would like feedback on whether the dispatch system we have been using is acceptable to NPD
- Security team will utilize FDGD headquarters as their headquarters
- Security is scheduled to arrive one hour before festival operational hours
- Security will in all entrances and exits

Communication Plan:

- HQ will be manned during all festival hours with a staff able to answers questions and direct & dispatch communications.
- Each tent manager, all security and event directors (coffin races, polar plunge) will have a radio and there will be a hired dispatch person at HQ solely to manage communications.
- As a backup volunteers and event management will also have cell phone access and have relevant contacts in their phone
- A communication hierarchy list & contact sheet will posted at all tent entrances as well as emailed to all relevant parties.

Emergency Evacuation Plan:
Orange barricades (moveable) will be placed to direct traffic flow in each festival site (2) to help keep people away from out-of-bound areas. In the event of an emergency the ropes can be removed quickly to assist in the flow of people during an evacuation or to allow emergency vehicles access should it be needed. For safety, the following emergency personnel will be on site during the event:

- Uniformed police officer with a patrol car
- AMR Emergency Services with two EMT’s
- Boulder Fire Department Dive Crew
- In the event of an emergency, event management will take direction from the emergency personnel on scene and will follow all directions provided by them.

Sign / Banner Plan:

- Signs and banners will only be hung using temporary zip ties and/or will be secured to the ground. Primary sign/banner locations will be on festival fencing and inside the tents.
- Application for banner at town entrance has been submitted.
- All road signage will be properly secured.

Zero Waste Plan:

- We will be hiring Eco Cycle Team and will be following their “Do-It-yourself” Zero Waste Plan with hired trash goalies at each station. This plan can be reviewed at http://www.ecocycle.org/zwevents/Do-It-Yourself-Plan.
- Locations of trash and recycle containers can be seen on the attached site plan.
- FDGD event staff and volunteers will be assigned for trash pick up post festival on 3/11/19 and 3/12/19.
- FDGD would rather not be responsible for town trash receptacles.
- Festival working working to develop a trash can be fun center with basketball hoops for cans and can plinko.

Sanolent Plan:

- Renting with Air O Pure who has worked the event for over 10 years and very sensitive to the needed amount of toilets
- Toilets will be lit up
- There will be (75) at Guercio and (50) at First St, (6) on 2nd St, (6) at Barker Parking Lot.
- Toilets will be dumped and cleaned at least 2 times per day, Sat and Sunday.
- Toilets will be dropped off a couple days before event (Thursday, March 7th, 2018), and picked up the day after the event (Monday, March 12th, 2019).
Set up/ Clean up:

- FDGD request a week window for set up in case of weather issues.
- Clean up staff to be hired for 2019 Starting Sunday evening and working Monday/Tues. This has been a bit of an issue in the past, so this year hiring fresh team for this very important job.

   - Why not clean up on Fri, Sat, Sunday?

   Last year clean up:
   Before or after fest. hours.
   Sat, Sun, Mon, Tues.

- Why not use Mow Man?
Butterfly Effect, Inc.

November, 15, 2018

Town of Nederland
Attn: Town Clerk Local Liquor Authority
45 West First St
Nederland, CO 80466

Dear Local Liquor Authority:

Butterfly Effect, Inc. a Colorado non-profit corporation has granted permission to FDGD, LLC a Colorado limited liability company for the use of Butterfly Effects Special Event Liquor License Permit during the 2018 Frozen Dead Guy Days cultural event to be held in Nederland on the dates March 8, 9 & 10th 2019.

Keep it cool,

Amanda MacDonald
President/Chairwoman
Butterfly Effect, Inc.

*THE SPECIAL EVENTS LIQUOR LICENSE IS FOR FUNDRAISING FOR A NON-PROFIT.*

*IT IS NOT A LIQUOR LIC., THAT THE NON PROFIT CAN "GIVE" TO SOMEONE TO USE.*

*AS A SOCIAL NON PROFIT, NO FELONIARY FUNDS CAN HAPPEN*
TOWN OF NEDERLAND PUBLIC RENTAL OF
GUERCIO FIELD, CHIPETA PARK/PAVILION,
& VISITOR CENTER LOT

Date: 11/14/18
Name/Type of Function or Event: Frozen Dead Guy Days
Date of Event: 3/8/19 - 3/10/19
Applicant Name: Amanda Mac Donald
Mailing Address: 
Physical Address: 
Phone(s): 
Email(s): EDCD 2010 coq mail.com

Please circle location of Public Rental:
Guercio Field, Chipeta Park/Pavilion, Visitor Center Lot

Number of people expected: 10 - 12k in the Park
Time of Event: Start: 3/8/19 - noon
End: 3/10/19 - 10pm

FEES: (ADOPT-A-PARK SPONSORS ARE EXEMPT FROM RENTAL FEE ONLY, AS LONG AS IN GOOD STANDING.)

<table>
<thead>
<tr>
<th># of Participants</th>
<th># hours</th>
<th>Rental fee</th>
<th>Deposit (never waived)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paid/Check#</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-50 People</td>
<td>4 or less</td>
<td>$50.00</td>
<td>$50.00*</td>
</tr>
<tr>
<td>1-50 People</td>
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<td>$75.00</td>
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<tr>
<td>51-100 People</td>
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</tr>
<tr>
<td>1000+ People</td>
<td></td>
<td>$250.00</td>
<td>$2,500.00*</td>
</tr>
</tbody>
</table>

Rental Form 2.2017

Com Town withheld from VC funds for Marcus sale.

Page 51 of 101
INDEMNIFICATION AND RELEASE PROVISIONS FOR THE USE OF TOWN OF NEDERLAND FACILITIES

A. In consideration for being permitted to use the facilities of the Town of Nederland, I, Amanda MacDonald, agree to indemnify and hold harmless the Town of Nederland, its officers, employees, insurers, and self-insurance pool, from any liability, claims and demands, which are incurred, made, or brought by any person, entity, for damages, loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind, which arises out of or connected with the use of the facilities, whether any liability, claims or demands result from the act, omission, negligence or other fault on the part of the Town of Nederland, its employees, or from any other cause whatsoever.

B. By signing below, applicant agrees that in the event of any damage, loss or injury to the facilities or to any property or equipment therein, the applicant will promptly reimburse the Town of Nederland for all costs associated therewith upon billing by the Town of Nederland.

C. In consideration for being permitted the use of facilities, the applicant on behalf of itself, its officers, employees, members and invitees, hereby expressly exempts and releases the Town of Nederland, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands on account of injury, sickness, disease or death, that applicant may incur as a result of such use, whether any such liability, claims, or demands result from the act, omission, negligence, or other fault on the part of the Town of Nederland, its officers, or its employees, or from any other cause whatsoever.

D. Town facilities for which permission is being sought for use:

Greeco Park & fisherman's loch

E. Dates/times of use of town facility indicated above:

Date(s): 3/8, 3/9, 3/11, 2019

Time(s): 3/8/19 noon - 3/11/19

Applicant Signature

Need extra day after test for break down

Request that be able to set up tent after March 1st depending on weather conditions

Pay for good days?
TERMS AND CONDITIONS FOR TOWN OF NEDERLAND FACILITIES

1. Reservations are confirmed only after payment is made and an approval of the Application by the Town Clerk.

2. A signed Indemnification and Release Provisions for the use of Town of Nederland facilities must accompany the application.

3. Scheduled activities and recreation programs established by the Town of Nederland will take precedence for the facility use.

4. No application will be approved without satisfactory assurance that the facility will be under direct control and supervision of the responsible application or agency as stated on this application.

5. Raising of funds, charging admission or collection of moneys must have prior authorization and must adhere to all appropriate State and local laws.

6. No glass containers are allowed in the pavilion or the park.

7. No amplified music is permitted without a proper permit.

8. All activities must be concluded by dark, unless otherwise approved by Town Clerk.

9. Decorations are permitted as long as no physical damage is incurred to park property and the decorations are removed at the event's conclusion.

10. Fires are not allowed on Town property without prior written town approval.

11. No alcoholic beverages are allowed in the pavilion, park or ball field without prior approval from the Town Clerk.

12. No firearms, fireworks (aerial or ground), explosive device, impact device and/or any device that can launch a projectile are allowed in Town Parks.

13. Facilities must be left in a clean and orderly condition. For large events all garbage, trash, and refuse generated by the activity shall not be left in the park refuse containers, but removed from the park completely.

14. In case of damage to the facilities, the applicant will be held responsible for any cost required repairing the facilities.

15. Only events sponsored for or by the Town are covered under Town liability insurance. At the Town's discretion, proof of insurance may be required from the applicant for events held on Town property.

16. The Town may accept or may deny any application, at its sole discretion.

17. If event takes place during hours which restrooms are closed a key will be issued. Restroom must be locked when event concludes and the key placed in the utility payment box at Town Hall, not doing so will jeopardize the deposit refund.

[Signature]  
(initials of applicant)
*When renting the pavilion, park, & ball field, one deposit may be sufficient.

**CONDITIONS:**

1. ☐ Signed and attached Indemnification Agreement  
   (Indemnification Agreement and Application must be in the applicant’s possession for proof of reservation).

2. ☐ Both the Rental fee and the Deposit check must be attached with this document.

I, the applicant, have read and understand the Indemnification and release Provisions Use Agreement and the application requirements and agree that I will abide by all terms and conditions on this application, and rules and requirements set forth by the Town of Nederland for the privilege of using its facilities for the above identified event.

Signature of Applicant: ____________________________

Printed Name of Applicant: Amanda Mac Donald

Date: 11/14/18

Please submit this complete application to the Nederland Town Hall, P.O. Box 396, 45 W. First St., Nederland, CO 80466. Tel. 303.258.3266. Fax. 303.258.1240.

**FOR OFFICE USE ONLY**

☐ Deposit Paid __________ cash or check # __________ Received By: __________

☐ Rental fee Paid __________ cash or check # __________ Received By: __________

Application ☐ Approved or ☐ Denied

Clerk Signature: ____________________________

If Denied, please state reason:
TOWN OF NEDERLAND, COLORADO
RELEASE AND INDEMNIFICATION:
USE OF TOWN ENTRYWAY PROPERTY, STRUCTURE(S) AND/OR SIGN(S)

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

In consideration for my use of the property belonging to the Town of Nederland located at the entrance to Town on the North side of Colorado Highway 119 and/or the Visitor Center Parking lot used by the Town for the location of signs and banners to welcome and provide civic information to people entering and driving through the Town (the “Property”), I, on behalf of myself and on behalf of the entity I represent, do hereby acknowledge, represent, and agree as follows:

A. I understand that the use of the Property by me and by the entity I represent, if applicable, may be dangerous and does or may involve risks of injury, loss, or damage. I further acknowledge that such risks may include but not be limited to bodily injury, personal injury, death, and property loss or damage. I acknowledge that such risks may arise from a variety of foreseeable and unforeseeable circumstances connected with my use of the Property, such as falling from ladders, structures that I or others voluntarily ascend; being stricken by objects blown by the wind, or falls caused by high winds; or encountering other dangerous conditions of the Property and being stricken by traffic on or near the Property.

(Initial here)

B. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I and the entity I represent hereby expressly assume all such risks of injury, loss, or damage to me and to the entity I represent, arising out of or in any way related to the use of the Property by me and by the entity I represent, whether or not caused by the act, omission, negligence, or other fault of the Town of Nederland ("Nederland"), its officers, employees, agents, or by any other cause.

(Initial here)

C. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I and the entity I represent further hereby waive, and exempt, release, and discharge the Town, its officers, employees and agents, from any and all claims, demands, and actions for such injury, loss, or damage, arising out of or in any way related to the use of the Property by me or the entity I represent, whether or not caused by the act, omission, negligence, or other fault of the Town, its officers, employees, agents, or by any other cause.

(Initial here)

D. I and the entity I represent further agree to defend, indemnify and hold harmless the Town, its officers, employees, agents, insurers, and self-insurance pool, from and against all liability, claims, and demands, including any third party claim asserted against the Town, its officers, employees, agents, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in

Banner Application, 3.25.16
any way related to the use of the Property by me or by the entity I represent, if applicable, whether or not caused by the act, omission, negligence, or other fault of me or of the entity I represent, or by the act, omission, negligence, or other fault of the Town, its officers, employees or agents, or by any other cause.

(Initial here)

E. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I hereby acknowledge and agree that said AGREEMENT extends to all acts, omissions, negligence, or other fault of the Town, its officers, agents and/or its employees, and that said AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Initial here)

F. This RELEASE AND INDEMNIFICATION AGREEMENT shall be effective as of the date set forth below and shall be binding upon me, my successors, representatives, heirs, executors, assigns, and transferees and upon the entity I represent. By signing said AGREEMENT, I represent that I have full legal authority and ability to bind the entity I hold myself out as representing and that I possess the authority to make those waivers, releases, representations and covenants contained herein on behalf of such entity.

(Initial here)

SIGNATURE AND DATE:

Print Name: Amanda MacDonald
Print Entity Name: FPCL, LLC
Signature: [Signature]
Print Title/Office: [Title/Office]
Date of Signature: 11/14/19
MEMORANDUM

To: Board of Trustees
From: Chris Pelletier, Public Works Manager
Date: January 15, 2019
Re: Staff Report

Public Works has been working on multiple projects in anticipation for future improvements. Staff continues to participate in DRCOG funding discussions for a potential project in 2020 to reconstruct Jefferson Street and the Visitor's Center Parking Lot. An update will be presented to the DDA at their next Board meeting to encourage a partnership. Staff will seek some of the needed cash match from the DDA.

Planning for the Barker Meadows Park continues to get traction and more and more people are becoming interested in the project. A member of the DDA has been attending PROSAB's Design Advisory Committee meetings for the Barker Meadows Park. The DDA has an interest in investing into the performance area and partnering with the group on that portion of the park plan. SAB will be meeting this month at the Fisherman's Lot to discuss reclamation ideas and potential gardens. Ecologist Rea Orthner, will also be offering her expertise on this sensitive riparian area. Staff will continue discussions with City of Boulder later this month on construction of the public restroom facilities for the park. Staff has also started the application process with Xcel for adding power to this area for events and other park facilities and has met with a representative on site to discuss meter location and power requirements. An IGA with Boulder County has been extended to finish the greenhouse in the spring of 2019. Finally, Staff is planning the use of recycled waste water for irrigation in and around the perimeter of the Waste Water Treatment Facility. The park is well on its way in anticipation for funding in March.

Construction of the foundation for the new Biosolids Facility has begun. Construction schedules are on track and the project is continuing within budget. Walls are being formed this month and the building will begin to take shape. Operations have been fairly uneventful this month with holidays and staff time off.
MEMORANDUM

To: Board of Trustees

From: Dawn Baumhover
Community Center Manager

Date: 1/7/19

Re: NCC Staff report

This week classes and activities will resume from the winter break of the past couple weeks. Along with monthly meetings which include the Peak to Peak Human Services Alliance and the IMA, NCC staff will focus on planning for the year ahead during the month of January. Early stage planning is also underway for the 2019 9Health Fair. A newly assembled team will attend the first District meeting Thursday January 10th for orientation and to begin training.

The winter reception for Art At The Center will be held on Thursday February 7th from 5-7pm. Artists may submit up to six original pieces digitally at yourartatthecenter@gmail.com by January 23rd. Annie Thayer, who juries the show, will notify artists by the 25th and accepted pieces will be brought to the Community Center and hung on Saturday February 2nd.

Both the boys and girls high school basketball teams used the gymnasium for practice over the break. It is a privilege to have an alternate facility for our youth when needed. The Fitness Place continues to be busy and Pickleball is as popular as always. We hope to have the organizers of indoor soccer resume drop-in soccer on Thursday nights for the winter months.
MEMORANDUM

To: Nederland Board of Trustees
From: Marshal Larry Johns
Date: January 15th-2019
Re: Staff Report–Year End 2018 Nederland Police.

Details:

- For the 2018 year, Nederland Police Department had a total of 682 documented cases. Of those 682 cases, 429 were Municipal citations for traffic or parking offenses. 24 were state traffic citations, 34 were Town Municipal code citations, 7 curfew violations and 97 arrests or criminal summonses into county or district court, 12 of these were felony arrests.

Attached is the crime summary of reports taken. Some of these cases overlap with the 429 cited cases. In addition to these 682 there are most likely hundreds of undocumented contacts, welfare checks, vehicle stops, pedestrian contacts, medical assists etc.

**Noteworthy statistics:**

- 1st Degree criminal trespass 6
- 2nd Degree burglary 7
- 2nd Degree assault 3
- Fugitive from justice 4
- Motor vehicle theft 4
- Sexual assault 3
- Failure to comply / appear 14
- DUI 5
- Harassment 20
- 3rd Degree assault 13
- Domestic violence 11
- Child abuse 8
- Violation of a protection order 5
- Theft 25
- Overdoses 2

- All NPD staff are in compliance with the annual training requirement by POST, Peace Officers Standard Training. This allows the PD to send officers to free POST provided trainings. In addition we have signed up for Police One trainings. These are POST approved trainings that can be done via the computer.

- The hiring and promotion of officer Hendricks to Sergeant is already showing promising results. His computer skills will be helpful in better documentation of our crime stats. He will be overseeing a possible in car video camera system. We could outfit every car for a total approximately $700.00 or less. This includes temporary 30-day storage. Hendricks will also be taking on more administrative details, attending meetings with other agencies and groups. I am already pushing him forward into that role.
• FDGD is coming soon. We as a larger group with Town Hall and PW staff are working to make the event run smoother. Last year NPD staff put in 70+ hours during the event, Colorado Rangers put in 146 hours, and Boulder Sheriff put in 15 hours. This does not include the many preparation hours ahead of the event.

• NPD hosted 2018 National Night Out event at Gurcio field. We incorporated the event with many other agencies who serve the community. We plan on hosting again with maybe a slightly different format and layout. Suggestions are welcome.

• NPD partnered with several other stakeholders in regards to local camping and the problems it brings to our town. Local attendees were Kris Hess, John Baumhover, Nederland Trails Group, NICHE, other attendees were USFS, CPW and BCSO. NPD is committed to working with all the groups to make the camping areas better, safer, and have less impact to our town.

• January 25th will be the sentencing date for David Ansbury.

• NPD will be continuing with the night time policing contract with BCSO. I encourage feedback from the citizens and BOT members on the past six month’s contract.

• Items I will be bringing forward in 2019. Discussion on fee schedule changes to the Municipal Court. There will not be a change in the total fee charged just how it’s presented. Judge Thrower is willing to assist with this. Also the possibility of going away from the night time policing contract and having Nederland Officers take over. I would also like to revisit the traffic officer position Chief Carril proposed.

• Here is to a prosperous and safe 2019 for the citizens, Town employees, and Ned Fire Dept. Also I want to thank the men and women of NPD. They have done a great job in 2018. Rarely do I point out the good work they do. It’s just what is expected day to day. Thank you staff.
## Crime Summary

**For Report Dates 1/1/2018 thru 12/31/2018**

<table>
<thead>
<tr>
<th>Offense Code</th>
<th>No. of Offenses</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>07-033</td>
<td>1</td>
<td>Use of property for dumping.</td>
</tr>
<tr>
<td>07-035</td>
<td>1</td>
<td>Additional nuisances enumerated.</td>
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<tr>
<td>07-092</td>
<td>2</td>
<td>Rabies inoculation required</td>
</tr>
<tr>
<td>07-093</td>
<td>1</td>
<td>Tags required</td>
</tr>
<tr>
<td>07-094</td>
<td>1</td>
<td>Barking dogs or other disturbances.</td>
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<tr>
<td>07-095</td>
<td>2</td>
<td>Animals running at large, restraint and control.</td>
</tr>
<tr>
<td>07-097</td>
<td>1</td>
<td>Vicious animal.</td>
</tr>
<tr>
<td>07-098</td>
<td>1</td>
<td>Care and keeping of animals.</td>
</tr>
<tr>
<td>10-021</td>
<td>3</td>
<td>Trespass</td>
</tr>
<tr>
<td>10-061</td>
<td>1</td>
<td>Theft generally.</td>
</tr>
<tr>
<td>10-086</td>
<td>2</td>
<td>Cruelty to animals.</td>
</tr>
<tr>
<td>10-144</td>
<td>1</td>
<td>Possession of cannabis.</td>
</tr>
<tr>
<td>11-083</td>
<td>1</td>
<td>Unlawful ac. (camping, campfires)</td>
</tr>
<tr>
<td>90Z</td>
<td>10</td>
<td>All Other Offenses</td>
</tr>
<tr>
<td>Abveh</td>
<td>1</td>
<td>Abandonment of a motor vehicle.</td>
</tr>
<tr>
<td>Alcill</td>
<td>1</td>
<td>Unlawful act Alcohol</td>
</tr>
<tr>
<td>Anbite</td>
<td>1</td>
<td>Animal Bite</td>
</tr>
<tr>
<td>ANIMAL</td>
<td>1</td>
<td>Animal Impound</td>
</tr>
<tr>
<td>Arc</td>
<td>3</td>
<td>ARC Hold</td>
</tr>
<tr>
<td>Ass2</td>
<td>3</td>
<td>Assault in the second degree.</td>
</tr>
<tr>
<td>Ass3</td>
<td>13</td>
<td>Assault in the third degree.</td>
</tr>
<tr>
<td>Burg2</td>
<td>7</td>
<td>Second degree burglary.</td>
</tr>
<tr>
<td>Burg3</td>
<td>3</td>
<td>Third degree burglary.</td>
</tr>
<tr>
<td>Child</td>
<td>8</td>
<td>Child abuse</td>
</tr>
<tr>
<td>Crimis</td>
<td>27</td>
<td>Criminal mischief.</td>
</tr>
<tr>
<td>Ctrr1</td>
<td>6</td>
<td>First degree criminal trespass.</td>
</tr>
<tr>
<td>Cadist</td>
<td>1</td>
<td>Unlawful distribution, manufacturing, dispensing, or sale</td>
</tr>
<tr>
<td>Csposs</td>
<td>1</td>
<td>Unlawful possession of a controlled substance.</td>
</tr>
<tr>
<td>Cuse</td>
<td>1</td>
<td>Unlawful use of a controlled substance.</td>
</tr>
<tr>
<td>Ctrr2</td>
<td>1</td>
<td>Second degree criminal trespass.</td>
</tr>
<tr>
<td>Defpro</td>
<td>1</td>
<td>Defacing property</td>
</tr>
<tr>
<td>Disord</td>
<td>4</td>
<td>Disorderly conduct.</td>
</tr>
<tr>
<td>DUI</td>
<td>5</td>
<td>DUI</td>
</tr>
<tr>
<td>DV</td>
<td>11</td>
<td>Domestic Violence</td>
</tr>
<tr>
<td>Forge</td>
<td>2</td>
<td>Forgery.</td>
</tr>
<tr>
<td>FOUND</td>
<td>13</td>
<td>Found Property</td>
</tr>
<tr>
<td>FTA</td>
<td>11</td>
<td>Failure to appear</td>
</tr>
<tr>
<td>FTC</td>
<td>3</td>
<td>Failure to Comply</td>
</tr>
<tr>
<td>Fugiti</td>
<td>4</td>
<td>Fugitives from justice</td>
</tr>
<tr>
<td>Harass</td>
<td>20</td>
<td>Harassment.</td>
</tr>
<tr>
<td>LOST</td>
<td>2</td>
<td>Lost Property</td>
</tr>
<tr>
<td>M1</td>
<td>6</td>
<td>Mental Health Hold</td>
</tr>
</tbody>
</table>
### Nederland Marshal's Office

#### Crime Summary

For Report Dates 1/1/2018 thru 12/31/2018

<table>
<thead>
<tr>
<th>Offense Code</th>
<th>No. of Offenses</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medass</td>
<td>36</td>
<td>Medical Assist</td>
</tr>
<tr>
<td>Menac</td>
<td>1</td>
<td>Menacing.</td>
</tr>
<tr>
<td>Mjuna</td>
<td>1</td>
<td>Offenses relating to marijuana and marijuana concentrate.</td>
</tr>
<tr>
<td>Gass</td>
<td>18</td>
<td>Outside agency assist</td>
</tr>
<tr>
<td>Obhgh</td>
<td>1</td>
<td>Obstructing highway or other passageway.</td>
</tr>
<tr>
<td>Ofinfo</td>
<td>31</td>
<td>Officer Information</td>
</tr>
<tr>
<td>Paraph</td>
<td>1</td>
<td>Possession of drug paraphernali</td>
</tr>
<tr>
<td>POV</td>
<td>1</td>
<td>Crime of violation of a protection order</td>
</tr>
<tr>
<td>Rec</td>
<td>1</td>
<td>Reckless endangerment.</td>
</tr>
<tr>
<td>RESARR</td>
<td>2</td>
<td>Resisting Arrest</td>
</tr>
<tr>
<td>Seass</td>
<td>3</td>
<td>Sexual assault.</td>
</tr>
<tr>
<td>SUSPI</td>
<td>1</td>
<td>Suspicious Incident</td>
</tr>
<tr>
<td>T1003</td>
<td>1</td>
<td>Overtaking a vehicle on the left.</td>
</tr>
<tr>
<td>T1007</td>
<td>1</td>
<td>Driving on roadways laned for traffic.</td>
</tr>
<tr>
<td>T1211</td>
<td>1</td>
<td>Limitations on backing.</td>
</tr>
<tr>
<td>T1402</td>
<td>5</td>
<td>Careless driving</td>
</tr>
<tr>
<td>T1409</td>
<td>1</td>
<td>Compulsory insurance</td>
</tr>
<tr>
<td>T2138</td>
<td>2</td>
<td>Driving under restraint</td>
</tr>
<tr>
<td>T3103</td>
<td>1</td>
<td>Registration required</td>
</tr>
<tr>
<td>Tamp2</td>
<td>3</td>
<td>Second degree criminal tampering.</td>
</tr>
<tr>
<td>Theft</td>
<td>25</td>
<td>T-Jeff.</td>
</tr>
<tr>
<td>Theveh</td>
<td>4</td>
<td>Aggravated motor vehicle theft.</td>
</tr>
<tr>
<td>UAD</td>
<td>1</td>
<td>Illegal possession or consumption of ethyl alcohol by an underage person</td>
</tr>
<tr>
<td>Unlpub</td>
<td>1</td>
<td>Unlawful conduct on public property.</td>
</tr>
<tr>
<td>VEHREP</td>
<td>1</td>
<td>Vehicle Repossession</td>
</tr>
<tr>
<td>viopub</td>
<td>3</td>
<td>Violation of a restraining order related to public conveyances.</td>
</tr>
<tr>
<td>WELCHE</td>
<td>1</td>
<td>Welfare check</td>
</tr>
<tr>
<td>Willic</td>
<td>1</td>
<td>Licensing violation</td>
</tr>
<tr>
<td>Wilpos</td>
<td>1</td>
<td>Wildlife - illegal possession.</td>
</tr>
</tbody>
</table>

Nederland Marshal's Office Grand Total: 340
AGENDA ITEM:
Approval to move forward with hiring Jennifer Madsen and Widner Juran LLP as the Town's Attorney

SUMMARY:
The Town sent out an RFP for legal services and based on the responses, selected four firms to interview on November 27, 2018 in a public setting. The Board of Trustees (BOT) asked the Town Administrator to send follow up questions to two of the firms and to contact their references.

At the December 18, 2018 meeting, the BOT discussed the next steps for selecting a legal firm for the town and directed staff to begin negotiations with Jennifer Madsen and Widner Juran LLP.

QUESTION BEFORE THE BOARD:
Does the board approve of moving forward with hiring Jennifer Madsen and Widner Juran LLP as the Town Attorney utilizing the DRAFT contract with or without changes?

FINANCIAL CONSIDERATIONS:
The 2019 budget includes $55,000 for legal services.

ATTACHMENTS:
Widner Juran LLP Response to Legal Services RFP
DRAFT Widner Juran LLP Contract
September 28, 2018

Town of Nederland
 c/o Karen Gerrity, Town Administrator
 P.O. Box 396
 Nederland, CO 80466

Re: Proposal for Legal Services for the Town of Nederland, Colorado

Dear Mayor Larsen and Board of Trustees:

Widner Juran LLP ("Widner Juran" or the "Firm") is pleased to submit this proposal to the Town of Nederland (the "Town" or "Nederland") in response to your Request for Proposals for Town Attorney Services ("RFP").

Widner Juran proposes that I serve as your Town Attorney. When and if needed, the other attorneys in the Firm will act in a supportive role allowing the Town to take advantage of the Firm's breadth of experience representing Colorado local governments.

We encourage you to contact the Firm's references. These individuals will assure you that I, and the Firm's attorneys, are exceptionally responsive to their clients, work effectively with both elected officials and staff, and have a wealth of municipal experience and skills to address the legal issues facing the Town. In addition to being friendly and easy to work with, our attorneys are highly attuned to the constraints imposed by limited municipal budgets. The exclusive nature of our local government practice creates efficiencies that result in timely, cost-effective service to our clients.

A detailed response from me to each item in the RFP follows. I look forward to an opportunity to interview with you to discuss this response and my sincere interest in serving the Town. Please contact me directly at 303-754-3393 should you have any questions.

Thank you for your time and consideration.

Sincerely,

Jennifer Madsen

Via email: kareng@nederlandco.org
A. Name of proposed firm and/or individuals to provide legal services including background and experience in municipal or other government work provided.

I have over 18 years of Colorado legal practice. During that time, I have handled a wide variety of municipal issues and I possess broad knowledge and experience in day-to-day municipal advising.

My significant years of experience qualify me to respond to everyday municipal law questions. My specific areas of expertise in municipal law include government transparency, Colorado Open Meetings Law and Colorado Open Records Act, litigation, employment, government ethics, compliance with the Americans with Disabilities Act, code enforcement, municipal court, constitutional issues affecting municipalities, elections, and municipal land use regulations.

I currently serve as an Assistant City Attorney for the City of Centennial and provide advice and services to Widner Juran's other municipal law clients.

For Nederland, my experience makes me well-qualified to provide legal advice and guidance to the Board of Trustees, the Mayor, boards and commissions, the Town Administrator, and the department heads and staff. I am available to attend all regular Town Board meetings, Planning and Zoning Commission meetings, Board of Adjustment meetings as needed, and meetings with the Mayor, the Town Administrator and department heads.

The attorneys at Widner Juran can also provide assistance in the event that a specific need arises. All attorneys at the Firm are licensed to practice in Colorado, are in good standing, and practice solely local government law. Our attorneys and their particular experience is below:

- **Bob Widner.** Bob is a founding partner of Widner Juran and has nearly thirty years of experience in local government law with particular expertise in land use, zoning, and annexation matters. Throughout his career, Bob has served as the municipal attorney and county attorney for a variety of local governments. Bob has a land use planning education and is an adjunct professor of law at the University of Colorado Law School where he teaches Land Use Planning Law. Bob is a member of the Colorado Municipal League Executive Board and he currently serves as the Secretary/Treasurer for the Executive Board. Bob is one of only 80 attorneys worldwide to be appointed as a Fellow with the International Municipal Law Association as a recognized expert in municipal law and governance. Bob is a frequent conference speaker on municipal issues throughout the state and regularly provides training to local governments on running effective meetings and “Bob’s Rules of Order.”

- **Maureen Juran.** Maureen is a founding partner of Widner Juran and has over twenty-seven years of experience primarily in local government law. Maureen enjoys a robust practice of local government representation as the Deputy City Attorney for the City of Centennial, the Town Attorney for the Towns of Lochbuie, Hot Sulphur Springs, and Palmer Lake. Maureen is particularly knowledgeable in complex intergovernmental agreements and commercial contracts, election matters, sales and use tax, and TABOR issues.
• **Jill Hassman.** Jill serves as an Assistant City Attorney for the City of Centennial and also assists with the Firm’s other clients. In addition to providing advice and counsel on the full range of issues facing local governments, Jill also provides specific expertise in government ethics, governmental immunity, land use, and telecommunication and utility issues.

• **Chris Price.** Chris serves as an Assistant City Attorney for the City of Centennial and assists with the Firm’s legal representation of its other clients. Chris provides expertise in public works and public works contracting, real estate sale and acquisition, eminent domain, special district law, constitutional issues, employment and personnel issues, and municipal prosecution and litigation.

**B. Describe your experience with municipal law generally and specifically your experience with regard to municipal elections, municipal land use regulations, real property matters generally, zoning law, constitutional issues (state and federal) affecting municipalities, complex litigation, appellate practice and any other areas you believe are relevant to the Town’s decision.**

My law practice is dedicated to the representation of municipal and local governments. Widner Juran is also exclusively focused on representing municipal and local government clients. Because of this focus on local government work, we have advised and represented clients in all areas of local government law.

The descriptions below highlight our experience in municipal law.

• **Municipal Legal Counsel.**
  
  o **General representation.** I have advised City Councils and Boards of Trustees on a variety of municipal law issues. I have worked with city and town managers, police, fire, parks and recreation, finance, clerks, public works, community development, building, and code enforcement on legal issues, policy changes, or residents’ concerns. I have drafted ordinances, resolutions, legal memoranda, contracts, intergovernmental agreements, and other legal documents.

• **Specific Topics.**
  
  o **Elections.** I have advised municipal clients on their election-related questions on the election calendar, ballot measures, petitions and related matters and addressing election irregularities. Recently, I assisted a municipal client through challenging issues associated with the Fair Campaign Practices Act. If necessary, I may consult with Maureen Juran who is a recognized state expert on Colorado election law and the Taxpayers Bill of Rights (TABOR).

  o **Land use and zoning.** I have advised clients in quasi-judicial hearings related to land use applications. Most recently, I defended a municipality in litigation related to a Rule 106(a)(4) challenge. I also have experience providing advice on annexation questions and defending an annexation litigation case. Bob Widner is available as a land use resource. Bob is well-regarded as an expert in local
government land use law. Bob will be available to assist in land use issues and to provide legal services in an efficient and cost-effective manner.

- **Real property.** I possess the basic knowledge to handle all commonplace real property transactions. Should a more complex real property question arise, I can consult with Chris Price. Chris has particular expertise in guiding municipalities through real property sale and acquisition issues. He routinely drafts deeds, easements, license agreements, ordinances vacating rights-of-way and other legal documents affecting real property.

- **Constitutional issues.** I am well-versed on the variety of constitutional issues confronting local governments. I have advised clients on a wide array of municipal issues including First Amendment public forum issues, free speech rights of elected officials, and due process rights under the Fourth Amendment. I have also defended government clients against constitutional claims brought in federal court.

- **Litigation and appellate practice.** I have over sixteen years of experience representing clients in litigation and appellate cases. This experience includes representing clients in a wide variety of claims including breach of contract, constitutional, tort, employment, and malpractice. I have successfully defended clients in state and federal court trials and have obtained many dismissals prior to trial. This litigation experience has taught me to easily identify issues or concerns that may cause problems in the future and I rely on this experience to advise and weigh risks for my clients.

- **Water rights.** For more than the basic water law issues, Widner Juran advises its clients to retain experienced attorneys in water law issues.

C. Provide your biography and a Martindale-Hubbell rating, if available.

I am a Colorado native and I attended Columbine High School in Littleton, Colorado. I attended Washington University in St. Louis, where I earned a degree in business, economics, and the law in 1995. After college graduation, I returned to Colorado and attended law school at the University of Colorado receiving a law degree in 2000. I had the privilege of working as a law clerk for two Colorado Court of Appeals Judges. Following my clerkships, I worked at the municipal law firm of Hayes, Phillips, Hoffmann & Carberry (n/k/a Hoffmann, Parker, Wilson & Carberry). I decided to pursue her interest in litigation and worked at two litigation law firms, Kennedy Childs & Fogg and Vaughan & DeMuro. In my litigation practice, I represented local government clients and defended against contract, tort, and constitutional claims. Because of a desire to be in a proactive role in working with clients, I decided to return to the practice of municipal law and started working at Widner Juran in 2017. I truly enjoy working with elected officials and municipal administration to problem solve the variety of local government issues and to improve the community.

I have presented at the Colorado Municipal Clerks Association on Open Records and she served as a moderator for a meetings panel discussion with the Clerk’s Association.
December 2017, I published an article on Title 31 for the CML Publication, Colorado Municipalities.

Widner Juran LLP, previously titled Widner Michow & Cox LLP, was formed in 2004. Widner Juran has not been rated and therefore does not have a Martindale-Hubbell Rating. Bob Widner is rated by Martindale-Hubbell and maintains an AV Rating (Preeminent Experience/Highest Ethical Standards).

D. Provide a list of other municipal clients with whom you have worked in the past five years.

- City of Centennial (2004-present)
- City of Arvada (2018–Rule 106(a)(4) appeal)
- Town of Hot Sulphur Springs (2005-present)
- Town of Lochbuie (2006-present)
- Town of Palmer Lake (2015-present)
- City of Glendale (2009-present) (sales and use tax)
- Town of Breckenridge (2015-present) (sales and use tax)
- City of Evans (2012-present) (sales and use tax)
- City of Commerce City (2016-present) (sales and use tax)
- City of Brighton (2016-2017) (sales and use tax)

E. Identify any services or methods of approach you use that would make you more qualified for this position or would give you a competitive edge.

Widner Juran is a state leader in the area of municipal law and with an exclusive focus on municipal and local government law. This exclusive nature of the practice provides efficiencies that result in timely, cost-effective service to our clients.

In addition to the focus on local government work, I would note the following:

- My goal is to provide legal services in a prompt, professional, and economical manner.

- I understand that municipal budgets are often limited, and I will provide quality legal services within those limitations.

- Communication is paramount to a strong, effective attorney-client relationship. I maintain open lines of communication at all times. My policy is to return all email and telephone calls within 24 hours at the latest.

- I recognize my role as a municipal attorney. I am not an elected official and I do not make policy for my municipal clients. Rather, I provide legal advice and guidance so that elected officials and employees are empowered to perform their jobs.
F. Describe the support services the Town would receive from your firm if selected.

Darcee Muchmore is Widner Juran’s Office Manager. Darcee provides all of the billing, accounting, and daily operations for the firm and provides administrative support as necessary. Widner Juran does not find it necessary to employ paralegals or other para-professionals for the day-to-day legal needs and operations of municipal government. The firm has found that maintaining a full or part-time employee for such services unnecessarily increases overhead and therefore increased billing rates to our municipal clients. When and if large projects require para-professional assistance, the firm is able to retain cost-effective assistance from a variety of resources in the Denver metropolitan area.

G. Please detail and explain your required fees to perform the requested services including cost for any and all services to be provided, including hourly rates and reimbursable expenses.

The Firm represents many clients with constrained budgets and is always conscious of honoring and working with its clients within those constraints.

- **Standard Rates.** The Firm proposes to bill all attorneys at the rate of $140 per hour. This rate will be maintained until January of 2020 at which time the firm reserves the right to increase billing rates in January of each year by an amount not to exceed $5.00 per hour. The Firm proposes to bill travel time to and from Nederland’s offices at 50% of the attorney’s regular hourly rate. Except for mileage, the Firm’s rate is fully loaded and includes basic copy charges, printing, and legal research costs. Mileage is charged for travel related to client business at the then-current mileage rate approved by the Internal Revenue Service for business travel deduction. Any specialty costs and expenses (over-sized printing, courier, filing fees, etc.) are billed at actual cost without an administrative fee.

  The Firm is very willing to discuss alternative billing rates such as a flat fee for regular attendance at meetings or for travel.

- **Third-Party (Pass-Through) Rates:** For services to the Town that are passed through to a third-party or reimbursed by a third party, such as Town legal fees paid by a land developer, (e.g., annexation or development agreement, site plan, or plat), the billing rate is $240 per hour.

H. Please provide a list of public disciplinary proceedings against any lawyer in your firm or any employee of your firm, and the disposition of each proceeding.

There have been no disciplinary proceedings of any kind against the Firm or any lawyer in the Firm.
I. Please provide the name of your professional liability insurance carrier and the limits of your professional liability insurance.

Widner Juran carries professional liability insurance with Aspen American Insurance Company, with an A.M. Best’s rating of A, in the following amounts: $500,000/claim, $1,000,000/aggregate. Widner Juran carries workers’ compensation insurance with The Hartford in the following amounts: $100,000/event, $500,000/aggregate.

J. Please disclose any potential conflicts of interest.

The Firm does not represent any local governments near the Town. Therefore, the Firm is unable to identify any potential conflict of interest in the representation of Nederland.

L. Provide at least three references, preferably from local governments or other political subdivisions.

Matt Sturgeon  
City Manager  
City of Centennial  
13133 E. Arapahoe Road  
Centennial, Colorado 80112  
msturgeon@centennialco.gov  
Work: 303-754-3455

Stephanie Piko  
Mayor of the City of Centennial  
City of Centennial  
13133 E. Arapahoe Road  
Centennial, Colorado 80112  
spiko@centennialco.gov  
Cell: 303-514-4147  
Work: 303-754-3350

Sam Mamet, Executive Director  
Colorado Municipal League  
1144 Sherman Street  
Denver, Colorado 80203-2207  
smamet@cml.org  
Work: 303-831-6411

David DeMuro, Attorney  
Vaughan & DeMuro  
720 S. Colorado Blvd.  
North Tower, Penthouse  
Denver, Colorado 80246  
ddmuro@vaughandemuro.com  
Work: 303-837-9200
AGREEMENT FOR LEGAL SERVICES OF TOWN ATTORNEY

NEDERLAND, COLORADO

THIS AGREEMENT ("Agreement") is made effective between WIDNER JURAN LLP, a Colorado limited liability partnership with its principal place of business at 13133 E. Arapahoe Road, Suite 100, Centennial, Colorado 80112, (the “Firm”), and the TOWN OF NEDERLAND, COLORADO, a municipal corporation of the State of Colorado, with offices at 45 West First Street, PO Box 396, Nederland, CO 80466 (the “Town” or “Client”).

WITNESSETH:

WHEREAS, the Town, by and through its Board of Trustees, wishes to retain the Firm for the purpose of providing legal representation for the Town, and the Firm wishes to provide such representation subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows between the Town and the Firm:

1. APPOINTMENT OF GENERAL LEGAL COUNSEL

   A. The Firm is engaged and appointed as general legal counsel to represent and advise the Town with respect to legal matters referred by the Town to the Firm in accordance with this Agreement.

   B. Jennifer Madsen is hereby designated and appointed as the Town Attorney. Ms. Madsen will be the primary and principal contact person for the Town in handling all legal matters for the Town. Other attorneys in the Firm may assist the Town Attorney during periods of the Town Attorney’s vacation, illness, injury, or other circumstance reasonably warranting the Town Attorney’s absence from service. The Firm may represent to third parties and identify in Firm advertising and other Firm-sponsored materials that the Firm serves or represents the Town as the Town Attorney for Nederland unless the Town specifically directs the Firm not to make such representation on a particular matter or to a particular party.

   C. The Town Attorney and the Firm will work cooperatively and in concert with other Town-appointed attorneys who may be appointed by the Town Board to represent the Town on specialized matters.

   D. The Firm may utilize other qualified attorneys and para-professionals of the Firm to assist the Town Attorney and provide services to the Town as deemed appropriate by the Town Attorney. The Town shall retain the right to reasonably reject the assignment of any Firm attorney or para-professional. All delegations of work to other attorneys or para-professionals shall be made with the goal and understanding that the delegation will result in reduced costs and greater efficiency due to lower billing rates and/or areas of special expertise. The Firm will not bill for two or more attorneys to work on the same matter without the prior approval of the Town.

   E. The Town authorizes the Firm’s attorneys to execute documents connected with the representation of the Town, including pleadings, applications, protests,
contracts, commercial papers, settlement agreements and releases, verifications, 
dismissals, orders, and all other documents, and to represent the Town in 
matters associated with providing legal services to the Town.

2. SCOPE OF LEGAL SERVICES

A. Subject to direction of the Town through its Board of Trustees, the Mayor, or 
Town Administrator, the Firm shall provide to and coordinate for the Town all 
usual and customary legal services authorized to and provided by the Town 
Attorney for comparable towns that engage a law firm on a contract basis for 
general legal services. The legal services shall include, but not be limited to:

i. Representing the Town Board and the various Boards and Commissions 
of the Town;

ii. Providing legal advice and services associated with annexation, zoning, 
land use development, subdivision, and other land planning applications;

iii. Providing legal advice and services for the various administrative 
departments, divisions, and offices of the Town;

iv. Providing legal advice and services in support of the functions and 
operations of contractors of the Town only to the extent such advice or 
services are not otherwise imposed as a contract obligation of the 
contractor;

v. Preparing or reviewing all ordinances, contracts, bonds and other written 
instrumentas as requested by the Town;

vi. Representing the Town in judicial and appropriate administrative 
proceedings;

vii. Advising the Town regarding current municipal laws affecting the Town 
and changes or developments of such laws; and

viii. Providing advice and topical seminars or training to the Town Board, 
boards and commissions, and Town Staff on a periodic basis.

B. The Town may authorize the Town Attorney to engage or contract with special 
legal counsel on any matter deemed appropriate by the Town to advise the Town 
or to assist the Firm. The Firm shall not engage any special legal counsel without 
the express approval of the Town and without a written fee agreement or contract 
between the counsel and the Town.

C. The Firm shall maintain (without cost to the Town) working relationships with 
attorneys specializing in fields of interest to municipalities, including but not 
limited to condemnation, litigation, and water law. The Firm may recommend 
hiring special legal counsel with special knowledge and expertise to represent the 
Town or assist the Firm when it deems reasonable and in the best interest of the 
Town and in cases of conflict of interest by the Firm. The Firm may also 
recommend hiring special legal counsel to advise the Town or provide second
opinions on matters of extraordinary importance to the Town, including matters involving complex litigation or a substantial financial or other impact on the Town or its residents, considering the Town’s budget as a whole, or considering Town functions or programs as a whole, when such matters of extraordinary importance also involve legal uncertainties or complexities.

D. Any attorneys who are not employed by the Firm, but who are retained in accordance with paragraph 2(B) or 2(C) to perform legal representation, shall be under the general coordination of the Town Attorney although such non-Firm attorneys shall contract directly with the Town and the Firm shall not warrant the quality of work of such non-Firm attorneys or firms. The Firm shall take reasonable steps to prevent duplication of effort or duplication of billing between other attorneys and the Firm. Such coordination and supervision by the Firm shall not be undertaken when special legal counsel is appointed due to a conflict of interest on behalf of the Firm.

E. Although the Firm and the Firm’s attorneys actively seek to avoid potential for conflicts, the Town understands and recognizes that unanticipated conflicts may arise that could impair the ability of the Town Attorney and the Firm to represent the Town on specific legal matters. In such event, the Town Attorney shall comply with the requirements of the Colorado Rules of Professional Responsibility in addressing such conflict with the Town. The Parties understand that the Town is not obligated to waive any conflict in order to permit the Town Attorney to represent the Town.

2. COMPENSATION

A. Compensation Generally. The Town shall compensate the Firm for legal services at rates set forth in Exhibit A.

B. Exclusions from Compensation. The Town shall not incur charges or billing for the following legal services expenses:

i. Electronic and hardcopy library and research materials and research librarian services except database access charges (e.g., Lexis/Nexis or Westlaw) for legal research billed at Firm cost without administrative mark-up (such access charges are typically $15.00 - $25.00 per daily research session due to the Firm’s favorable research contract with service providers);

ii. Employee benefits;

iii. Employee insurance, including malpractice insurance;

iv. Training and continuing legal education including attendance at legal conferences and seminars unless such attendance is specifically required by the Town;

v. Bar and professional licensing expenses and registrations;

vi. Local professional memberships;

vii. Firm-owned electronic, computer and computer/network related communications equipment, hardware, software and information
technology support services, including personal computers, laptops, computer printers, telefax, and mobile telephones;

viii. Routine in-Firm copying customarily performed in the day-to-day performance of legal services. Projects requiring outside-Firm copying and specialized printing services which may be charged at actual Firm cost without administrative mark-up and the Firm shall seek pre-approval of such costs unless the services are performed under emergency or urgent circumstances to meet deadlines (such as a court imposed litigation deadline);

ix. Telefax expenses;

x. Newspapers and professional periodicals;

xi. Postage for regular mail delivery by United States Postal Service except for mass mailings (with prior Town Administrator approval) and special, expedited, or overnight delivery services, which may be charged at cost;

xii. Office supplies used by the Firm (to include items customarily associated with standard office operations and management such as paper, pens, notebooks, paper files, file folders, tape, paperclips, labels, etc.); and

xiii. Archival storage and retrieval by the Firm of outdated client files performed in accordance with the Firm’s standard client file storage policies; provided, however, that the Firm may relinquish possession of outdated files to the Town for storage at the Town’s expense.

B. Other Fees and Costs. Upon invoice submitted to the Town, the Town shall compensate the Firm for out-of-pocket fees and costs incurred on the Town’s behalf, including but not limited to filing fees, service of process, expert witness fees (only as pre-authorized by the Town), court reporter fees, transcript fees, recording fees, title company’s fees for reports of title, and publication fees. Such fees will be billed to the Town at the Firm’s cost without mark-up.

C. Mileage. Mileage is addressed in Exhibit A. Mileage, to the extent billed to the Town in accordance with Exhibit A, shall be included in the monthly invoice submitted to the Town for personal use of private vehicles used by the Town Attorney, other Firm attorneys and para-professionals for travel incurred in the direct and exclusive performance of services for the Town. Mileage shall be charged at the Firm’s standard mileage rate (not to exceed U.S. Internal Revenue Service published business travel mileage allowance).

D. Invoices. The Firm shall provide to the Town invoices each month for all legal services performed at an hourly rate. The Town shall pay all undisputed billings from the Firm within thirty (30) days of receipt of invoice. Disputed billing shall not be due and owed until resolution of the dispute. If the Town fails to pay any charges within thirty (30) days of the date of the bill, the Firm may elect, after express electronic mail notification to the Town, to stop all work for the Client. The Client’s obligation to make prompt payment of all fees and charges does not depend upon achievement of any specific result.
3. AVAILABILITY

A. Unless otherwise instructed by the Mayor or Town Administrator, the Town Attorney shall attend regular Town Board meetings and be reasonably available to provide legal services for the Town Board of Trustees. Upon reasonable advance notice, the Town Attorney will attend Town Board special meetings, study sessions, Board retreats, and other Town business meetings as requested by the Mayor or Town Administrator. During any period where the Town Attorney is unavailable due to illness, vacation, or other circumstance warranting absence, another attorney of the Firm shall attend meetings as requested by the Town.

B. If requested by the Mayor or Town Administrator, the Town Attorney will be available to attend Town Board meetings or Town business meetings by phone or by VOIP system. Upon reasonable advance notice, the Town Attorney will make herself available for phone calls during a Town business meeting on an as need basis.

C. The Town Attorney shall be available to render the services required hereunder on an “on call” basis and, when necessary, shall cause any other Firm attorneys to be available by appointment for consultation with Town representatives.

4. INDEPENDENT CONTRACTOR

A. Independent Contractor. The Firm shall perform the Services as an independent contractor to the Town and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town other than as a contracting party and independent contractor.

Subject to conformance with Town-adopted policies and procedures and full conformance with Firm’s representations set forth in this Agreement, the Firm shall have and maintain the requisite judgment, discretion, and responsibility for and control of the performance of the Services, the discipline of the Firm’s employees and other matters incidental to the performance of the Services, duties and responsibilities as described and contemplated in this Agreement. Unless specifically stated otherwise herein, the Firm shall provide and bear the cost of all tools, and any other items, wages, or services required in the performance of the Services, and the Town shall not provide any other assistance or benefits to the Firm for performance of the Services under this Agreement.

B. Liability for Employment Related Rights and Compensation. The Firm shall be solely responsible for all compensation, benefits, insurance and employment related rights of any person of the Firm providing the services hereunder during the course of or arising or accruing as a result of any Firm employment, whether past or present, as well as all legal costs including attorney’s fees incurred in the defense of any conflict or legal action resulting from such Firm employment. The Firm will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Firm’s employees, including, without limitation, federal and state laws governing wages and overtime, equal
employment, safety and health, employees’ citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers’ compensation benefits or any other amenities of employment to any of the Firm’s employees, or any other liabilities whatsoever, unless otherwise specifically provided herein. The following disclosure is provided in accordance with Colorado law:

FIRM ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS FIRM OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. FIRM FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS’ COMPENSATION BENEFITS. FIRM ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

5. NON-DISCRIMINATION

During the performance of this Agreement, the Firm shall:

A. Not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, age, military service, veteran status, marital status, national origin, or disability.

B. Comply with all state and federal laws, regulations and executive orders regarding non-discrimination applicable to the Town and its programs.

6. ASSIGNMENT

This Agreement for services is personal to the parties hereto and shall not be assigned by either party.

7. TERM AND TERMINATION

A. This Agreement shall be effective as of the date of execution by both parties which is expected to be approximately January 15, 2019, and may be terminated by either Party, upon written notice, without cause or reason upon thirty (30) days prior written notice to the non-terminating Party. During such period following notice and prior to termination, the Parties shall coordinate the transfer of legal services from the Firm to the Town’s selected Town Attorney. The firm hereby waives those rights that may be afforded by State statute and the Town Code with regard to the Town’s termination of this Agreement and termination of the Firm’s services.

B. Nothing in this Section shall preclude or prevent the Parties from modifying any notice requirement or term of notice or negotiating other terms for a mutually acceptable termination.
8. CONFLICTS

Unless otherwise agreed by the Town, the Firm shall not accept work on behalf of any client that will create a conflict or the potential for a conflict with the Town.

9. MISCELLANEOUS PROVISIONS

A. Arbitration. Although the Parties do not expect that any dispute will arise between the Parties, in the unlikely event of any dispute under this Agreement, including a dispute regarding the amount of legal fees or costs owed to the Firm or the quality of the Firm's services, including any claim of malpractice, such dispute shall be subject to binding arbitration. The Town and the Firm acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. This clause does not prevent the Town and the Firm from trying to resolve any dispute through voluntary mediation, but there is no requirement to do so.

Any dispute concerning fees or costs or concerning the quality of the Firm's services, including malpractice claims, shall be submitted to a single arbitrator and the decision of the arbitrator shall be final and binding on both parties. A final judgment can be entered on the arbitration award by a court of competent jurisdiction. The arbitrator shall be selected from the Judicial Arbiter Group, Denver, Colorado, unless the parties agree otherwise. If the parties do not agree on the selection of a single arbitrator within ten (10) days after a demand for arbitration is made, then the arbitrator shall be selected by the Judicial Arbiter Group from among its available professionals.

All arbitrations shall be held in Denver, Colorado, unless the parties mutually agree on some other location. All arbitrations shall proceed under the Commercial Arbitration Rules of the American Arbitration Association, except as modified in this Agreement, unless otherwise agreed by the parties. The arbitrator shall have the discretion to order that the costs of arbitration, fees (including expert witness and reasonable attorneys' fees), and other costs shall be borne by the losing party. Any filing fees or other administrative costs of arbitration shall be divided equally between the Town and the Firm. Arbitration of all disputes, and the outcome of the arbitration, to the extent legally permissible, shall remain confidential between the parties.

B. Privacy Policy. The Firm’s “Privacy Policy Notice” is attached to this Agreement as Exhibit B. The Firm will conduct its representation of the Town in accordance with this policy.

C. Document Ownership. Files maintained by the Firm as the result of the performance of services for the Town shall remain property of the Firm during representation of the Town. Immediately upon termination of this Agreement, files maintained by the Firm shall become property of the Town and, in addition, the Firm shall coordinate with the Town to arrange for the prompt transfer of such files to the Town at the Town’s expense.
D. Insurance. The Firm shall maintain at its sole expense throughout the term of this Agreement a policy of general liability insurance and a policy of professional liability insurance, each with a minimum combined single limit of $500,000 per occurrence/claim and $1,000,000 aggregate. In the case of any claims-made policy, the necessary retroactive date(s) and extended reporting period(s) shall be procured to maintain continuous coverage for services under this Agreement.

E. Prohibition Against Employing Undocumented Workers/Illegal Aliens. The Firm shall not knowingly employ or contract with an undocumented worker/illegal alien worker to perform work under this Agreement. The Firm shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an undocumented worker/illegal alien to perform work under this Agreement or (b) fails to certify to the Firm that the subcontractor will not knowingly employ or contract with an undocumented worker/illegal alien to perform work under this Agreement. The Firm certifies as of the date of this Agreement that it does not knowingly employ or contract with an undocumented worker/illegal alien who will perform work under this contract for Services and that the Firm will participate in the e-verify program or Department of Labor and Employment (“Department”) program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. The Firm is prohibited from using either the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Firm obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an undocumented worker/illegal alien, the Firm shall be required to notify the subcontractor and the Town within three (3) days that the Firm has actual knowledge that a subcontractor is employing or contracting with an undocumented worker/illegal alien. The Firm shall terminate the subcontract if the subcontractor does not stop employing or contracting with the undocumented worker/illegal alien within three (3) days of receiving the notice regarding Firm’s actual knowledge. The Firm shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented worker/illegal alien. The Firm shall comply with any reasonable request of the Department made in the course of an investigation pursuant to C.R.S. § 8-17.5102 (5).

F. Any amendments or alterations to this Agreement will be agreed to by both parties, in writing.

Signature Page Follows
IN WITNESS WHEREOF, the parties hereto have set their hands this ___ day of ______________, 2019.

TOWN OF NEDERLAND, COLORADO

ATTEST:

By: ____________________________  By: ____________________________
    ____________________________, Town Clerk  ____________________________, Mayor

WIDNER JURAN LLP

By: ____________________________
    Jennifer Madsen, Attorney

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Exhibit A

Widner Juran LLP shall provide legal services as the Town Attorney to the Town of Nederland in accordance with the following fee schedule:

**Hourly Rates for General Legal Services**

Jennifer Madsen $140/hour  
Other Firm attorneys $140/hour  
Other (future) partners or associates: $140/hour.

Rates *may* at the Firm’s discretion be increased annually on January 1 of each year in an amount not to exceed $5/hour. No increase shall be made until January 1, 2020. Historically, the Firm annually raises rates only to accommodate costs of living increases and annual increases are not usually made “across the board” but are limited to one or a few billing attorneys who attain a certain level of experience requiring increase to remain competitive against their peers. Any increase that will result in an hourly rate exceeding $155/hour will require approval of the Town of Nederland.

**No Cost Transition Services:** The Firm will provide legal services at no cost to the Town for the purpose of transition in 2019. The use of such transition time shall be directed by the Town Administrator and may include, for example, transition meetings and phone calls with the current Town Attorney, Town Administrator, or Town Board of Trustees. Initial review of the Town’s current code and regulations by Jennifer Madsen will be undertaken at no cost to the Town to assist in transition.

**Travel Expenses – Attorney Time and Mileage Charge**

A. Hourly Rates: The Firm will charge 50% of the attorney’s regular hourly rate for travel to attend/return from Nederland for attendance at meetings or other matters.

B. Mileage Charges: The Firm will charge a per-mile charge (up to the IRS allowed business mileage charge) for the Town Attorney or other attorney’s travel to or from special meetings.

**Pass Through Rates**

In accordance with a Town Policy (either existing or to be later adopted) rates for attorney services that are passed-through and paid by others such as land developers, property owners seeking annexation, or applicants for forms of Town approval, the following rates for services will apply:

Jennifer Madsen $200/hour  
Other Firm attorneys $200/hour

Attorney travel time (in full) and mileage charges shall be included as obligations for payment where travel and attendance is paid by others such as land developers, property owners seeking annexation, or applicants for forms of Town approval.
EXHIBIT B -- WIDNER JURAN LLP PRIVACY POLICY NOTICE

Attorneys, like other professionals, who advise on certain personal matters, are required by federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by federal law. Maintaining your trust and confidence is a high priority to our law firm. The purpose of this notice is to comply with the federal law by explaining our privacy policy with respect to your personal information.

NONPUBLIC PERSONAL INFORMATION WE COLLECT:

In the course of providing services to our clients, we collect personal and financial information about our clients that is not available to the public and which is provided to us by our clients or obtained by us with their authorization or consent.

PRIVACY POLICY:

As a current or former client of Widner Juran LLP, please be assured that all nonpublic personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

CONFIDENTIALITY AND SECURITY:

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.

Widner Juran LLP
AGENDA ITEM:

Status of Comprehensive Development Plan Intergovernmental Agreement between Nederland and Boulder County

SUMMARY:

There exists a Comprehensive Development Plan Intergovernmental Agreement (IGA) between Boulder County and the Town of Nederland which went into effect in March, 2002 with a 20 year term.

The current IGA requires a five-step process for amending the IGA to approve annexations, with recommendations from both the town and county planning commissions, approval by the Nederland Board of Trustees (BOT) and Boulder County Commissioners, and a vote of the town electorate.

Town staff, Boulder County Land Use staff, the Boulder County Commissioners, and the BOT have spent the past 12 months discussing the DRAFT IGA and proposed map. Based on these conversations the Boulder County Land Use staff drafted a version of the proposed IGA.

The draft IGA included changes to streamline amendment procedures, and to ensure timely responses to referrals and establishment of clear procedures for processing amendments.

The draft IGA included a Primary Planning Area within which annexation can occur with no amendment to the IGA or decision role for the county, and no vote of the town electorate. Annexation would need to be instigated by the property owner.

The draft reflected an expiration date of 2032, 10 years from the current 2022 expiration date.
Staff was given direction to delete Boulder County’s parcel specific provisions from the previous version of the DRAFT IGA and to research the language in 3.1.5 regarding annexing of roads. Staff researched and substituted the language to align with the state statute. That version of the DRAFT IGA was sent to the Boulder County Commissioners.

The County Commissioners requested a meeting with the mayor which took place in December of 2018. Based on that conversation and agreed upon terms, the attached DRAFT Revised IGA and Map were created.

If the Board of Trustees agrees on the latest DRAFT version of the IGA and map, these will be presented to the public at a joint meeting hosted by the County and the Town on February 12 in the evening. The public would be invited to review the documents and provide feedback.

**QUESTION BEFORE THE BOARD:**

Do you support presenting the DRAFT version of the Revised IGA and Maps to the public as is or with changes?

**ATTACHMENTS AND LINKS:**

- DRAFT Revised IGA and Map

Link to June 19, 2018 Board Packet for more information

https://nederlandco.civicweb.net/Portal/MeetingInformation.aspx?Org=Cal&Id=126
COMPREHENSIVE DEVELOPMENT PLAN INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("IGA") by and between the Town of Nederland, a Colorado statutory municipal corporation ("Nederland" or the "Town"), and the County of Boulder, a body politic and corporate of the State of Colorado ("Boulder County" or the "County") (collectively, the “Parties”) is made to be effective on the Effective Date as defined on the signature page of this IGA.

RECITALS

A. Sections 29-20-101 through 29-29-109, C.R.S. as amended ("LUCEA") authorizes the Parties to enter into intergovernmental agreements to plan for and regulate land uses in order to minimize the negative impacts on the surrounding areas and to protect the environment. LUCEA specifically authorizes local governments to cooperate and contract with each other for the purposes of planning and regulating the development of land by means of a "comprehensive development plan."

B. Sections 29-1-201 through 29-1-207, C.R.S., as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, § 18(2).

C. The functions described in this IGA are lawfully authorized to the Parties which perform such functions hereunder, as provided in Article 20 of Title 29; Part 1 of Article 28 of Title 30; Part 1 of Article 12 of Title 31; and Parts 2 and 3 of Article 23 of Title 31, C.R.S., as amended.

D. On March 7, 2002, the Parties entered into a Comprehensive Development Plan Intergovernmental Agreement (the “Original IGA”) for a period of 20 years. The Original IGA was amended in 2009 for the Town to annex the 6.68 acre Town Maintenance Shop Parcel.

E. The term of the Original IGA as amended ends in March 2022, and the Parties believe it is in the best interests of the citizens of the Town and the County to enter into a new intergovernmental agreement with the goal of continuing the spirit of collaboration that was established by the Original IGA and demonstrated through the Parties’ course of dealing throughout the current term of the Original IGA.

F. In October 2003, the Parties entered into the Boulder County Countywide Coordinated Comprehensive Development Plan Intergovernmental Agreement (the “Super IGA”) which is designed to coordinate all of Boulder County’s comprehensive development plan IGAs, to recognize and protect each municipality’s planning area, and to preserve the rural character of the land outside of each community’s respective planning areas.

G. The Parties believe that it is in the best interest of the residents of both communities to enter into a new IGA in order to preserve Nederland’s unique and individual character through the orderly development within a newly defined Nederland Planning Area (the
“NPA”). The NPA contains a Primary Planning Area (“PPA”) where annexation and development may occur in accordance with the provisions of this IGA. The areas of the map not designated as PPA are designated as Rural Preservation Area (“RPA”) where the Parties’ intent is to preserve the rural quality of the land.

H. The Parties have each held hearings after proper public notice for the consideration of entering into this IGA and the adoption of a comprehensive development plan for the subject lands.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

1.0 PURPOSE AND INTENT. This IGA is intended to protect and enhance the Town’s ability to coordinate its future growth into the PPA, and specifically for the following purposes:

1.1 Implementing Comprehensive Plans. This IGA is designed to implement the goals and policies set forth in the Parties’ respective comprehensive plans.

1.1.1. The Nederland Comprehensive Plan (referred to herein as the NCP) emphasizes the Town’s commitment to quality of life, sustainability and preservation of small town character, while addressing the need for quality, affordable housing, a diversified, sustainable local economy, and a compact, walkable land use pattern.

1.1.2. The NCP emphasizes proactively planning for the future and balancing the demands of environmental and economic sustainability with community character, historical preservation and property owners’ rights.

1.1.3. The Boulder County Comprehensive Plan, as amended from time to time, (the “BCCP”) seeks to protect agricultural lands, channel growth to municipal planning areas and consider environmental factors, and natural resources, and natural hazards in land use decisions.

1.1.4 BCCP policy CW 1.07 states that “[t]o accomplish a cooperative and coordinated land use planning effort among the region’s municipalities, it is herein the policy of Boulder County to enter into intergovernmental contracts with the municipalities for the purpose of implementing the land use proposals and policies of the jointly adopted municipal comprehensive plans.”

1.2 Recognizing Future Development is Appropriate in the PPA. The Parties through this IGA intend to direct future development within the PPA to: avoid sprawl, ensure the provision of adequate services, provide access to opportunities for affordable housing and living, limit impacts on wildlife, minimize risks related to wildfire and natural hazards, maximize the utility of funds invested in public facilities, transportation and services, distribute fairly and equitably the costs of government services among those persons who benefit therefrom, extend government services and facilities in an efficient, logical fashion, simplify the governmental structure of the affected areas, and reduce and avoid, where possible, conflict between the Parties.
1.2.1 **Affordable Housing.** The Town and County will seek ways to implement its land use and development regulations in a manner that reflects the community values of diverse housing choice and affordability.

1.2.2 **Wildlife.** Upon annexation and review of any development proposals the Town will consider and limit to the extent possible impacts to wildlife. The cumulative impacts of development on elk migration in the Nederland area is of particular importance, and the Town and County will consider opportunities to establish a plan to address this topic.

1.2.3 **Natural Hazards.** Upon annexation and review of any development proposals the Town will consider and seek to limit and mitigate risks related natural hazards, with a particular emphasis on minimizing risk related to wildfire given the community’s location and proximity to heavily forested land.

1.2.4 **Parcel-Specific Provisions.** The language within this Section 1.2.4 reflects the Parties’ understanding that it is appropriate to consider annexation of developed parcels adjacent to the current municipal boundary. The Town’s water and sewer infrastructure has the capacity to accommodate additional service area, and connection to the Town’s services would benefit water quality. Recognizing the Town’s long-held interest in maintaining its unique character, and that additional development would have impacts on wildlife, transportation, and the environment, this IGA allows for very limited expansion and additional intensity of use of areas eligible for annexation, identified as Primary Planning Area in Exhibit B. The Parties’ intent is to generally restrict additional residential density beyond that which is currently allowed under county jurisdiction, with the exception of the Bobcat Ridge property.

1.2.4.1 **Area 1.** Area 1 is composed primarily of developed parcels in County-approved subdivisions. It contains single-family development in forested areas with some steep slopes. The area is designated as an extreme wildfire risk and has limited access. The Town has indicated it has capacity in its water and sewer systems to serve some of the existing development if properties in Area 1 were annexed. Providing services may benefit water quality and protect against wildfire. At this time the specifics of incorporation or future development possibilities have not been fully vetted and more study and community involvement is necessary before adding this to the Town’s planning area. This could be done through an update to the Nederland Comprehensive Plan. Because this area was identified during this IGA process as potentially viable for inclusion for the reasons stated above, the Parties will further study and consider a potential future amendment to the IGA that would make Area 1 eligible for annexation.

1.2.4.2 **Area 2.** Lots 1 through 5 of Caribou Ranch-Sherwood Gulch may be annexed subject to the deed restrictions recorded on May 29, 2013 in the real property records of the Boulder County Clerk and Recorder at Reception Nos. 3315352, 3315353, 3315354, 3315355, 3315356 respectively.

1.2.4.3 **Area 3.** Area 3 is composed primarily of developed parcels in County-approved subdivisions. It contains single-family development in forested areas.
with some steep slopes. The area is very susceptible to wildfire and has limited access. The Town has indicated it has capacity in its water and sewer systems to serve some of the existing development if properties in Area 3 were annexed. Providing services may benefit water quality and protect wildfire. The County and Town agree that Area 3 is eligible for the Town to annex. This area is suitable for a limited increase in development density, recognizing that any additional development would require a heightened level of attention to wildfire mitigation and wildlife impacts.

1.2.4.3 Area 4(a) (the “Evans Parcel”). The Evans Parcel contains a number of development constraints that must be addressed at the time of annexation. Previous development proposals for the site have recognized the need for affordable housing in the Town. Because affordable housing is a key benefit to the region, annexing this parcel is contingent upon the following limits, which restrictions shall be implemented at the time of annexation through a mechanism acceptable to both the Town and County: (a) Residential development on the parcel may not exceed 50 units; (b) Prior to annexation, the property owner must agree to restrict at least 50 percent of the total number of units to be affordable. Of those units with affordability requirements, 50 percent (i.e., one-quarter of the total number of units on the property) will be deed-restricted as permanently affordable units. The remainder of the units with affordability requirements at the time of development may be sold at market rate after a period of no less than 30 years.

In addition, special consideration will be given to areas of the property with high landslide susceptibility based on County mapping, and any proposed development must be referred to the Colorado Geological Survey. Prior to any development on the parcel, the following plans for the site must be established with input from the County: wildfire mitigation, safe routes to school, access location and improvements to address issues such as visibility and sight lines, and a plan for how impacts to elk migration will be minimized.

1.2.4.4 Area 4(b) (“Eldora Road Parcel, Northeast”). The Town has indicated it has capacity in its water and sewer systems to serve existing development if the “Eldora Road Parcel, Northeast” was annexed. Providing services would benefit water quality. Therefore, the County and Town agree that the parcel is eligible for the Town to annex. Any additional development on the property should be designed with a goal to add to the community’s diversity of housing types.

1.2.4.5 Area 4(c) (“Water Utility Parcel”). The County and Town agree that the parcel is eligible for the Town to annex.

1.2.4.6 Area 4(d) (the “Nederland High School Parcel”). The Nederland High School Parcel is eligible for the Town to annex.

1.2.4.7 Areas 5 & 6. The County requests that any development in these areas be completed in a manner that is sensitive to natural resources and habitat, and does not
conflict with the County’s trail network. In recognition of potential cumulative impacts on elk migration in the Nederland area, the County requests establishment of a plan, with input from the County, for how impacts to elk migration will be minimized.

1.3 Maintaining Community Buffer. This IGA is intended to keep the RPA and the land outside the NPA rural in character to preserve a community buffer.

1.4 Protecting View Corridors, Watersheds and Allowing Only Compatible Development in the NPA. This IGA acknowledges the importance to both Parties of protecting sensitive natural areas, maintaining view corridors, enforcing nuisance ordinances and ensuring that new development is compatible with the character of both Nederland and adjoining County properties.

1.5 Fostering Intergovernmental Cooperation. This IGA encourages the Parties to collaborate to achieve common goals, including becoming more socially, economically and environmentally sustainable and supporting the public and private provision of cultural, educational, social and healthcare services in the NPA.

1.6 Encouraging Transparent and Timely Decisions. This IGA is intended to encourage transparent, open communication between the Parties and to ensure that decisions pertaining to this IGA are made in a timely and efficient manner.

2.0 NEDERLAND COMPREHENSIVE DEVELOPMENT PLAN (IGA Plan).

2.1 IGA Plan Defined. This IGA, including the Maps attached hereto as Exhibits A and B, is hereby adopted by the Parties as the Nederland Comprehensive Development Plan, and shall be known herein as the IGA Plan, as distinguished from the NCP. The IGA Plan shall govern and control the NPA, which is defined as the unincorporated area of Boulder County as shown on Exhibit A, or as subsequently amended in accordance with this IGA. With the exception of the Super IGA, this IGA Plan replaces and supersedes any and all previous agreements between the Parties concerning the NPA.

2.2 Nederland Planning Area Designations. The Map identifies, designates and defines the land to be known as the NPA, which consists of the Primary Planning Area (the “PPA”) and the Rural Preservation Area (the “RPA”).

2.2.1 The PPA is the land that is planned for the expansion of the Town limits and which the Parties recognize is appropriate and intended for development.

2.2.3 The RPA represents areas that are expected to remain rural for the duration of this IGA, unless the Parties agree to an amendment of this IGA pursuant to section 11, below.

3.0 ANNEXATION AND DEVELOPMENT OF PROPERTY.

3.1 Land within the Primary Planning Area.
3.1.1 The Town may annex into its corporate boundaries any and all property located within the PPA, in accordance with state and local laws governing annexation. The Town agrees that it will only annex parcels in their entirety, not portions of a parcel, into the Town, unless mutually agreed to by the Parties. By executing this IGA, the County finds and declares that a community of interest exists between the Town and all property located within the PPA. The County will make reasonable efforts to cooperate with Town efforts to annex land in the PPA.

3.1.2 Any property that is disconnected from the Town after the Effective Date of this IGA (whether currently located within the municipal limits of the Town or later annexed into the Town after the Effective Date of this IGA) shall continue to be within the PPA for purposes of this IGA unless it is specifically excluded by a duly executed amendment to this IGA.

3.1.3 The Town and the County acknowledge and agree that the property within the RPA is intended to remain in the County’s regulatory jurisdiction and shall not be annexed or developed by the Town during the term of this IGA, unless mutually agreed to by the Parties.

3.1.4 The Town agrees that in establishing the boundaries of any area proposed to be annexed, any portion of a platted street that is within, or directly adjacent to, the area be is annexed, the entire width of said street or alley shall be included within, or directly adjacent to, the area annexed.

3.2 Land Outside of the NPA.

3.2.1 The area outside the NPA is intended to remain in the County's regulatory jurisdiction for the term of this IGA, unless otherwise provided herein or by a duly executed amendment to this IGA.

3.2.2 The Town may annex lands outside of the PPA and expand the NPA only in accordance with Section 4 of this IGA.

3.3 Developing Areas with Constraints. When evaluating development applications within their respective areas of responsibility, both Parties will consider the impact of proposed development on the floodplain, natural areas, wildlife habitat, steep slopes, watershed and historically-and archaeologically-significant areas, and will require impacts to be reasonably minimized and mitigated.

4.0 EXPANSION OF THE NPA

4.1 Mutual Agreement. During the term of this IGA, expansion of the PPA, RPA, or NPA may only occur with the mutual agreement of the Parties and the corresponding amendment of Exhibits A and B in accordance with this IGA.

4.2 Nederland Planning Process. Any request for expansion of the PPA, RPA, or NPA must be consistent with the BCCP and the NCP and the Nederland Public Process.
5.0 OPEN SPACE. Acquisitions within the PPA. The County agrees that for the term of this IGA it will not purchase or otherwise acquire any land within the PPA for open space purposes, including conservation easements and transfer of density right sending sites without the approval of the Town.

6.0 COMMUNITY BUFFER. The County agrees not to process any zoning map amendments other than a change to Mountain Institutional that would allow more intensive zoning designation for lands remaining in the County’s regulatory jurisdiction within the PPA and RPA, unless mutually agreed to by the Parties.

7.0 TOWN OF NEDERLAND UTILITIES.

7.1 Nederland Service Area. It may be necessary for the Town to seek additional water supplies, water storage, and water and wastewater treatment and delivery facilities, both within and outside the NPA. The areas designated in the Map portion of Exhibit A as the NPA shall constitute the Town's "Service Area" for all purposes, including but not limited to the County's Regulations of Areas and Activities of State Interest in Article 8 of the Boulder County Land Use Code.

8.0 IMPLEMENTATION PROCEDURES.

8.1 Plan Amendment Required. A Plan amendment, agreed to by both the Town and the County, must occur in order to annex or to allow any use or development, or acquire for open space any parcel within the PPA where such annexation, use or development, or acquisition does not comply with the IGA Plan. The provisions of Section 11.0 of this IGA shall apply to any such Plan amendment.

8.2 Notice Required. The Parties each agree to undertake all steps necessary to adopt procedures, plans, policies, and ordinances or other regulations as may be necessary to implement and enforce the provisions of this Plan. The Parties agree that in adopting such procedures, plans, policies, ordinances or regulations, each will give the other Party sufficient notice of such action as will enable such Party, if it so desires, to comment upon the planned actions of that Party. Sufficient notice shall generally mean notice delivered to the other Party at least fifteen (15) days before the date of any public hearing or, where no public hearing will be conducted, before any deadline for the submission of public comment.

8.3 County Zoning Changes within the NPA. Where the County seeks to approve changes to the zoning of properties within the NPA after referral as provided herein, the Board of Trustees shall respond by resolution, approving or disapproving such change or suggesting conditions of approval.

9.0 REFERRALS.

9.1 Nederland Referrals to Boulder County. The Town shall refer in writing to the County:

9.1.1 Any application for annexation; and
9.1.2 Any proposed amendment to the NCP affecting any lot, tract, or parcel within the NPA.

9.2 Boulder County Referrals to Nederland. The County shall treat the Town as a formal referral agency and shall refer in writing to the Town:

9.2.1 Any application for zoning, rezoning, subdivision, PUD, replat, special use, limited impact special use, vacation, transfer of development rights, conservation easement or development (including site plan reviews) for any lot, tract, easement, rights-of-way or parcel within the NPA; and

9.2.2 Any proposed map amendment to the BCCP affecting any lot, tract, or parcel within the NPA; and

9.2.3 In addition to referring the foregoing applications and proposals to the Town, the County agrees to advise any applicant owning land in the PPA during the pre-application process (i.e., prior to formal application submittal) for any of the categories of development listed in Section 9.2.1 of the possibility of annexation into the Town, to encourage any such applicant to contact the Town concerning possible annexation, and to provide such applicants with the Town’s appropriate contact information.

9.3 Referral Period and Waiver of Period for Response to Referrals. The standard period for referrals shall be 30 days. Either Party may, for any given referral, elect to waive or reduce the period of time it requires to submit a response, and such election shall be made by written letter or electronic mail.

9.4 Failure to respond to referrals. Failure by either Party to respond to a referral shall entitle the referring Party to assume that the receiving Party has no comment concerning the application or proposal.

9.5 Communication with referral party. For any application or proposal required to be referred by Section 9.1 or 9.2, the referring Party shall use its best efforts to keep the other Party apprised of the status of each application or proposal, including but not limited to, mailing to the other Party notices of public hearings and meetings, staff reports, non-confidential memoranda concerning the status of the application or proposal, and notification of other activities and events associated with the processing of the application or proposal. Upon any final decision concerning the application or proposal, the referring Party shall notify the other Party in writing of the final decision including a general summary of any terms, conditions, or other details of the decision.

10.0 PARTNERSHIPS.

10.1 Intergovernmental Cooperation. The Parties recognize and acknowledge the need for intergovernmental cooperation on important local and regional land use matters and to achieve common goals. In accordance with the NCP, the Town and the County agree to cooperate in good faith in:

10.1.1 Collaborating to design, fund and construct regional trails that connect Nederland to Boulder County open space and other municipalities;
10.1.2 Working with the Colorado Department of Transportation, the Regional Transportation District and the Denver Regional Council of Governments to improve Nederland’s multimodal transportation system, including continuing to explore ways to improve bus service between the Town, its neighboring communities, and Boulder County destinations and to reduce emissions;

10.1.3 Continuing to freely share geographic information system data, maps and expertise;

10.1.4 Identifying and implementing programs to enhance opportunities for senior housing and affordable housing within the Town and the NPA; and

10.1.5 Cooperating in the identification of sites to provide more efficient governmental services, including, without limitation, sustainable waste management activities, and solar or other forms renewable energy generation facilities.

10.1.7 Enforcing nuisance ordinances to improve the appearance of properties in the NPA.

10.1.8 Implementing the Boulder County Sustainable Energy Plan.

10.1.10 Cooperating on joint ventures to finance and provide for cultural and recreational opportunities for Town residents and people living in the NPA and surrounding neighborhoods.

10.1.11 Collaborating to construct a cost effective, highly diverse, and resilient wastewater treatment system to serve the NPA that is both environmentally beneficial and aesthetically pleasing.

10.1.12 Cooperating on the provision of water and sewer services to properties in the RPA by the Town.

10.1.13 Cooperating to preserve historic and cultural resources within the NPA.

11.0 AMENDMENTS.

11.1 Entire Agreement. This IGA, together with the Super IGA, contains the entire agreement between the Parties and, with the exception of the Super IGA, supersedes any other or prior agreements concerning the same subject matter.

11.2 Changes to IGA. Any proposed amendment to the IGA affecting the jurisdiction over lands or the development regulation of lands must be referred to the other Party by the Regulatory Party. The "Regulatory Party" shall mean the Party having final land use or annexation approval jurisdiction, as the context requires. Amendment of the IGA shall take place only upon approval by resolution or ordinance adopted by the governing body of both of the Parties, after notice and
hearing as may be required by law. The Regulatory Party shall not approve nor permit any
development or change of use of any parcel within the NPA by any means in a manner
inconsistent with this IGA until and unless the IGA has been amended so that the proposed
development or use of such parcel is consistent with the IGA.

11.3 Timely Decisions on Amendments to IGA. The Parties agree that within thirty (30) days
after receipt by one Party of an amendment proposed by the other Party, the Parties will agree on
and establish a schedule for processing and taking final action upon the amendment proposal.

12.0 NON-SEVERABILITY. If any portion of this IGA is held by a court of competent
jurisdiction in a final, non-appealable decision to be per se invalid or unenforceable as to any
Party, the entire IGA shall be terminated, it being the understanding and intent of the Parties that
every portion of the IGA is essential to and not severable from the remainder.

13.0 BENEFICIARIES. The Parties, in their corporate and representative governmental
capacities, are the only entities intended to be the beneficiaries of the IGA, and no other person
or entity is so intended.

14.0 ENFORCEMENT. Either or both of the Parties may enforce this IGA by any legal or
equitable means including specific performance, declaratory relief, and injunctive relief. No
other person or entity shall have any right to enforce the provisions of this IGA. The Parties
agree to discuss and attempt to resolve any dispute in the interpretation or application of this
IGA, including but not limited to any dispute regarding a request to terminate this IGA, but if
they are unable to do so, either Party may request that the matter be presented to a mediator
selected and paid for jointly by the Parties.

15.0 DEFENSE OF CLAIMS/INDEMNIFICATION If any person allegedly aggrieved by a
provision of this IGA who is not a party to the IGA asserts or attempts to assert any claim against
any Party concerning such IGA provision, Boulder County shall, and the Town may, defend such
claim upon receiving timely and appropriate notice of the pendency of such claim. Defense costs
shall be paid by the Party providing such defense. In the event that any person not a party to the
IGA should obtain a final money judgment against the Town for the diminution in value of any
regulated parcel resulting from regulations in the IGA or regulations adopted by the Town
implementing the IGA, the County shall, to the extent permitted by law, indemnify the Town for
the amount of said judgment.

16.0 GOVERNING LAW AND VENUE This IGA shall be governed by the laws of the State
of Colorado and venue shall lie in the appropriate court(s) for Boulder County, Colorado.

17.0 TERM AND TERMINATION This IGA shall remain in effect until [date], 2032, unless
otherwise terminated earlier by mutual agreement of the Parties.

18.0 PARTY REPRESENTATIVES Referrals made under the terms of this IGA shall be sent
to the Parties' representatives as follows:

County of Boulder
Name and address changes for representatives shall be made in writing and mailed to the other representatives at the then current address.

19.0 COUNTERPART. This IGA may be executed in any number of counterparts which together shall constitute the agreement of the Parties.

20.0 EFFECTIVE DATE. The effective date of this IGA shall be the date on which both Parties have approved and executed the IGA by signing where indicated below.

TOWN OF NEDERLAND:
Board of Trustees

By: ____________________________ Mayor
    Kristopher Larsen, Mayor

Date: ____________________________

ATTEST:

_______________________________

APPROVED AS TO FORM:

_______________________________

COUNTY OF BOULDER:
BOARD OF COUNTY COMMISSIONERS

By:______________________________
   Cindy Domenico, Chair

Date:__________________________, 2017

ATTEST:

______________________________

APPROVED AS TO FORM:

______________________________
NEDERLAND PLANNING AREA
IGA MAP

Legend
- Proposed Nederland Planning Area (NPA)
- Primary Planning Area (PPA)
- Rural Preservation Area (RPA)
- Town of Nederland

NPA Boundary Description
All lands in Boulder County that are also within T1S-R74W, T1S-R73W, and the western 5/6th of T1S-R72W.

*See the Nederland Primary Planning Area Map for PPA details

Adopted: __/__/2019

0 1 2 3 mi
1 inch = 2 miles

Area of Detail

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