

**TOWN OF LYONS, COLORADO  
RESOLUTION 2018-46**

**A RESOLUTION APPROVING AMENDMENT NO. 1 TO AMENDABLE LETTER OF  
UNDERSTANDING (PBG FARM PROPERTY) FOR 2018 MINOR EVENTS**

WHEREAS, the Board of Trustees approved Resolution 2018-45 on May 21, 2018 (the “Prior Resolution”); and

WHEREAS, the Prior Resolution conditionally authorizes Planet Bluegrass Annex, LLC (“Owner”) to conduct Minor Events on the Planet Bluegrass Farm property (the “Property”) on the following two dates and time during the 2018 season only:

1. Sunday, July 22, 2018 between 8:00 AM and 1:00PM
2. Sunday, August 12, 2018 between 8:00 AM and 1:00PM

(together, the “2018 Lineup Minor Events”); and

WHEREAS, the 2018 Lineup Minor Events will be the only Minor Events conducted on the Property during 2018; and

WHEREAS, the Prior Resolution authorizes the 2018 Lineup Minor Events on the following conditions: (1) that the Owner and the Town of Lyons amend the Amendable Letter of Understanding to clarify that the Owner will coordinate with CDOT as necessary regarding the 2018 Lineup Minor Events, including the installation of all temporary signage and traffic control in accordance with Town and CDOT requirements; (2) that a minimum of four BCSO deputies will supervise and direct traffic at the PBG Farm Property and Planet Bluegrass Property entrances during the 2018 Lineup Minor Events; and (3) that all costs related to traffic control and BCSO coverage at the 2018 Lineup Minor Events shall be borne by the Owner; and

WHEREAS, the Owner and the Town are parties to that certain Amendable Letter of Understanding (PBG Farm Property), a copy of which is attached as **Exhibit C** to the Annexation Agreement (“Amendable Letter”); and

WHEREAS, the Amendable Letter is a requirement of the Town’s CE-1 zone district; and

WHEREAS, the Property is zoned CE-1; and

WHEREAS, Section R. of the Keynotes to Conceptual Plan for Planet Bluegrass Farm Annexation (the “Keynotes”) states, in relevant part, that “[a]n amendment . . . of the Amendable Letter of Understanding . . . may be processed and approved by the Board of Trustees in the same manner as approval of contracts and other agreements by the Town (by adoption of a resolution adopted at a publicly noticed meeting)”; and

WHEREAS, the Town desires to amend the Amendable Letter, as required by the Prior Resolution and as authorized by the Keynotes; and

WHEREAS, the Town desires to approve Amendment No. 1 to Amendable Letter of Understanding (“Amendment No. 1”) in substantially the form attached hereto as ATTACHMENT 1; and

WHEREAS, the Prior Resolution required Amendment No. 1 to be considered on the Board of Trustees regular meeting agenda of June 4 or June 18, 2018; and

WHEREAS, the Board of Trustees invited public comment on this Resolution at its June 4, 2018 regular meeting; and

WHEREAS, the Prior Resolution requires the Owner to submit event plans for the 2018 Lineup Minor Events to the Town; and

WHEREAS, the Owner submitted the 2018 Lineup Minor Events event plan to the Town on or about May 14, 2018, and a copy is attached to and included in Amendment No. 1 (as Exhibit 2),

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, THAT:

Section 1. The Town Board of Trustees hereby adopts the recitals set forth above as findings of the Board.

Section 2. The Owner shall not apply for and the Board shall not entertain or accept any future modifications of the Keynotes without a review by and rezoning through the Planning and Community Development Commission.

Section 3. The Board of Trustees hereby: (a) approves Amendment No. 1 in substantially the form attached hereto as ATTACHMENT 1, (b) authorizes the Town Attorney and the Mayor to make such changes as may be required to the extent they do not materially increase the obligations of the Town, and (c) authorizes the Mayor to execute Amendment No. 1 when in final form on behalf of the Town.

Section 4. This Resolution shall take effective immediately.

ADOPTED THIS 4<sup>th</sup> DAY OF JUNE, 2018.

TOWN OF LYONS, COLORADO

  
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Connie Sullivan, Mayor



ATTACHMENT 1

Amendment No. 1 to Amendable Letter of Understanding  
(PBG Farm Property)

OWNER: Craig Ferguson  
Planet Bluegrass President  
500 W Main St Lyons CO 80540  
PO Box 769 Lyons CO 80540  
Office: 303-823-0848

Amendment #1

REPRESENTATIVE:

Shauna Bowler  
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## Planet Bluegrass Farm Event Plan – Vehicle Lineup Minor Events

LOCATION: As defined in the Annexation Agreement for *Planet Bluegrass Farm Annexation*, Exhibit A, “Legal Description of Property”, amended by the Town of Lyons Board of Trustees on June 8<sup>th</sup>, 2017.

PURPOSE: To conduct an organized lineup and load-in process for the RockyGrass Academy and The Song School.

DATES OF PLAN IMPLEMENTATION:

July 22<sup>nd</sup> 2018 – Academy Lineup

August 12<sup>th</sup> 2018 – Song School Lineup

All following data is applicable to the event dates listed above.

EVENT CONCURRENCY: All dates listed above, and all details contained within, are set to fulfil the intent defined in the *Amendable Letter of Understanding* section 2, paragraph I, that states that all provisions of events on PBG Farm Property, are conducted in a manner established by previous events conducted on the Planet Bluegrass Property in prior years, in a manner not detrimental to the health, safety and welfare of the citizens of the Town of Lyons. Additionally, these Minor Events will be conducted in a manner consistent, and an improvement upon, operations supporting events taking place on the Planet Bluegrass Property.

TERMS:

- PBG Farm Property – refers to the newly annexed lot as defined by the Annexation Agreement for *Planet Bluegrass Farm Annexation* Exhibit A
- PBG Property – refers to the existing festival ground property and its description in the Annexation Agreement for *Planet Bluegrass Farm Annexation* Exhibit 3, Keynotes to Site Plan for Planet Bluegrass, May 17<sup>th</sup>, 1999

### 1. EVENT PLAN

- a. TIME OF EVENT: Times will be scheduled in accordance with *Planet Bluegrass Farm Annexation Agreement* Exhibit 3 Keynotes to Site Plan for Planet Bluegrass, number 4, parking and camping areas defined in Exhibit 1, *Conceptual Plan*. All infrastructure will be implemented and installed prior to 8:00pm on the date prior to opening to the public. Exact times are to be determined based on event schedule, however exact times will occur within the ranges listed below:

- i. RockyGrass Academy Lineup –

1. Lineup Lottery will open no earlier than 8:00am and close at 12:00 noon on July 22<sup>nd</sup>, and will be led to the Planet Bluegrass Property on July 22<sup>nd</sup> by 1:00pm.
  2. All parking on the Planet Bluegrass Farm will be vacated by no later than 3:00pm on July 22<sup>nd</sup>.
- ii. Song School Lineup –
1. Lineup Lottery will open no earlier than 8:00am and close at 12:00 noon August 12<sup>th</sup>, and will be led to the Planet Bluegrass Property on August 12<sup>th</sup> at 1:00pm.
  2. All parking on the Planet Bluegrass Farm will be vacated by no later than 3:00pm on August 12<sup>th</sup>.
- b. CROWD SIZE: Planet Bluegrass will accommodate up to 250 cars on site for each lineup.
  - c. PARKING: All parking will be consistent with previously approved Major Event Site Plan.
  - d. CAMPING: Camping will NOT be allowed on the Planet Bluegrass Farm for these line up Minor Events.
  - e. SECURITY: All security and crowd management efforts will work in coordination with existing security and crowd management efforts in effect at the Planet Bluegrass Property. Additional security for the PBG Farm will include, but is not limited to the following:
    - i. 1 Planet Bluegrass security supervisor will be stationed at the entrance to the PBG Farm 24 hours a day during the duration of the Lineup, assisted by 1 Sheriff's Deputy during peak hours.
    - ii. The Line Up will include 4 Deputies who will assist in coordinating the safe transport of vehicles from the Farm to the PBG Property.
    - iii. PBG will staff the line up process with 6 parking attendants, who will assist in assigning random numbers to attendees, and directing them to their place in line.
    - iv. Vehicles will be escorted to PBG Property in waves, as was the practice in previous years.
  - f. MEDICAL CENTER: All medical and emergency situations will be dealt with in coordination with all crews on the Planet Bluegrass Property. First Aid supplies will be located at both the campground host, and parking supervisor. All supervisors will be equipped with radios to coordinate with our 24-hour EMT who will be available to handle all medical emergencies at the Planet Bluegrass property and the PBG Farm Property.
  - g. STATE AND LOCAL TAXES: All applicable state and local taxes will be remitted within 30 days of each event under the Planet Bluegrass Special Event Tax License.
  - h. INSURANCE: Certificates of Insurance will be provided 15 days prior to each event.
  - i. BUSINESS LICENCE: Business License application has been submitted.
  - j. VENDORS: No third-party vendors will be permitted to conduct business on the PBG Farm Property over the course of the events defined in this site plan.
  - k. MANAGEMENT IDENTIFICATION: All Planet Bluegrass employees and representatives will be required to wear similar staff hats and shirts, depending on their level of authority, for easy identification.
  - l. CROWD MANAGEMENT: All crowd management systems and infrastructure will be set up and operational by 8:00pm prior to the opening of parking and camping. Detailed crowd management and traffic flow plans are included in our Major Event Site Plan.
  - m. PEDESTRIAN TRAFFIC: All pedestrian traffic will operate as previously approved in the Major Event Site Plan.

- n. **VEHICULAR TRAFFIC:** All vehicular traffic will operate as previously approved in the Major Event Site Plan.
- o. **PARKING MANAGEMENT:** All parking will operate as previously approved in the Major Event Site Plan.
- p. **SHUTTLE SYSTEM:** Shuttle Systems will not be operational during these Minor Event dates and will begin on schedule for the Major Event dates.
- q. **OTHER PARKING:** No other parking will be necessary during these Minor Event dates, as the purpose of these operations is to minimize external parking congestion.
- r. **DUST MITIGATION:** Planet Bluegrass will expand its current dust mitigation practices currently in place for all events at the PBG Property, to include dust mitigation practices at the PBG Farm property consistent with the Major Event site plan.
- s. **POTABLE WATER:** Water stations will be installed as previously approved in the Major Event Site Plan.
- t. **PORTABLE SANITATION AND WASTE MANAGEMENT:** Planet Bluegrass will place Portable Restrooms and Waste Receptacles strategically as detailed in the Major Event Site Plan.
- u. **CAMPFIRES:** No Campfires or grills will be allowed during these Minor Events.