

**RESOLUTION OF
THE BOARDS OF DIRECTORS OF
KINSTON METROPOLITAN DISTRICT NO. 1
REGARDING DISTRICT FACILITIES**

WHEREAS, the Kinston Metropolitan District No. 1 (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the District’s Boards of Directors (the “Boards”) has authority to adopt, amend, and enforce rules and regulations not in conflict with the constitution and laws of the State of Colorado for carrying on the business, objects, and affairs of the Board and of the District; and

WHEREAS, pursuant to Colorado law and the District’s Service Plan, the District has the power to provide for parks and recreational facilities and programs and is empowered to regulate the use of and access to property it owns pursuant to § 32-1-1001(1)(f), C.R.S.; and

WHEREAS, the District owns, operates and maintains Park and Recreation Facilities at the District for the use and benefit of its residents, taxpayers, and the public (the “Park and Recreation Facilities”); and

WHEREAS, to preserve and protect District property, prevent and assure accountability for damage, and provide for the safety of visitors, the District desires to establish rules for public use of the Park and Recreation Facilities.

NOW, THEREFORE, the Board of Directors of the District resolves as follows:

1. Rules for Public Use of Park. The Board hereby establishes and adopts rules and regulations regarding the public use of Park and Recreation Facilities as set forth in Exhibit A attached hereto and incorporated herein by this reference (the “Park Use Rules”).

2. Rules for Use of Facilities. The Board hereby establishes and adopts rules and regulations regarding the public use of the Park and Recreation Facilities for any events contained within the Park and Recreation Facilities as set forth in Exhibit B attached hereto and incorporated herein by this reference (the “Facility Rules”).

3. First Amendment Demonstration Permits. Permits are required for events involving protests, marches and/or any other form of protected speech activity. The Application for First Amendment Demonstration Permit attached hereto as Exhibit C must be submitted and processed in advance of any event for which a permit is required.

4. Event License. Licenses are required to reserve space within a District-Owned Park and Recreation Facility. The Application for Event License, for events not involving protests, marches and/or any other form of protected speech activity, attached hereto as Exhibit D must be submitted and processed in advance of any event for which a license is required.

5. District Representative. The Board delegates the District Manager (“Manager”) as District representative for purposes of distributing the Park Use Rules, Facility Rules, Application for First Amendment Demonstration Permit and Application for Event License, and for receiving and

processing the respective Application for Permit or License. The Manager shall inform the Board of permit and/or license applications submitted and processed, and if any application is denied, the reasons for denial.

6. Enforcement. The District will advise City of Loveland Police Department of the Park Use Rules. The District shall take steps to enforce the rules as appropriate.

7. Modification. The District may change, modify, or amend these Park Use Rules and Facility Rules at any time.

8. Prior Rules Superseded. The Park Use Rules shall supersede any previous rules regarding Park and Recreation Facility use.

9. Authority. The Board has the authority to adopt Park and Recreation Facility specific fees and rules at its discretion.

ADOPTED AND APPROVED THIS 8th DAY OF JUNE, 2023.

KINSTON METROPOLITAN DISTRICT NO. 1



By: Kim L. Perry, President

EXHIBIT A

Park Use Rules

1. **Applicability of Laws.** In addition to existing local, state and federal laws, hereunder enumerated are the laws of the Park and Recreation Facility.
2. **Injury to Property and Plants.** No person shall abuse, deface, damage, remove, destroy, or vandalize any property, sculptures and related fixtures, or other features within the Park and Recreation Facility, nor shall any person injure or gather trees, shrubs, plants, or other growing items within the Park and Recreation Facility.
3. **Signs and Notices.** No person shall deface or injure any signs or notices placed in the Park and Recreation Facility by the Districts, the City, or any other governmental entity.
4. **Trash and Dumping of Trash/Refuse.** All litter, trash, recycling and debris must be properly disposed of. Dumping of refuse generated offsite is prohibited. Any trash or debris that cannot be placed inside a trash receptacle must be removed from the property by the user(s).
5. **Wading and Swimming.** Any wading or swimming in any fountain or man-made water feature located within the Park and Recreation Facility will be subject to such rules, regulations, and restrictions as the Districts may post on signs located adjacent to the water feature(s). Wading or swimming in any natural ponds, streams, drainage swales or similar is strictly prohibited.
6. **Pets.** All pets in the Park and Recreation Facility must be on a leash and under the control of the owner at all times. All pet waste must be immediately removed in appropriate pick-up bags by the owner.
7. **Sales, Solicitations, and Advertising.** Unless otherwise granted a permit by the Districts or Manager, no person shall sell or offer for sale any goods or services in the Park and Recreation Facility, nor shall any person advertise, solicit for any purpose, or display any sign within any portion of the Park and Recreation Facility.
8. **Fireworks, Fires or Open Flames, Model Rockets.** Discharge or use of projectiles or fireworks is prohibited. Open flames, grills, and candles are prohibited, subject to permitting.
9. **Weapons and Firearms.** Possession, carrying, display, brandishing, or use of any weapon or firearm is regulated by local and state laws and ordinances.
10. **Alcoholic Beverages.** Unless properly permitted by state law and approved by Manager in connection with an Event, no person shall consume or sell alcoholic beverages in any portion of the Park and Recreation Facility.
11. **Vehicles and Traffic.** Unless granted a permit in connection with an approved Event, no motorized vehicles including but not limited to golf carts, automobiles, motorized scooters, motorized skateboards, hoverboards, motorized bicycles, mopeds, and motorcycles, shall be allowed in the Park and Recreation Facility except those operated by the Districts and appropriate law enforcement agencies. Bicycles and non-motorized scooters shall be permitted only in

specifically designated areas and shall be operated at all times with reasonable care for the safety of others.

12. **Glass.** Glass is not permitted in any form in the Park and Recreation Facility.
13. **Possession of Illegal Drugs or Paraphernalia; Public Consumption of Marijuana Products.** In addition to existing state and federal laws, the possession of any illegal drug, substance or drug paraphernalia is prohibited. The public consumption of any marijuana product is prohibited.
14. **Amplification and Noise.** Amplified sound is prohibited, unless otherwise granted by a permit from the Districts or Manager.
15. **Disposables.** Balloons, birdseed, rice, and confetti are prohibited.
16. **Disruption of District Business.** Disruption of any District business, event, or other sponsored activity is prohibited.
17. **Structures.** No overnight camping, tents, enclosures, or other unpermitted structures such as air castles, pools, or water slides unless otherwise permitted by the District.
18. **Enforcement.** The District will advise City of Loveland Police Department of the Park Use Rules. The District shall take steps to enforce the rules as appropriate.
19. **Park and Recreation Facilities Hours.** Unless modified by the Districts or Manager for Events or other coordinated activities, the Park and Recreation Facilities shall be open daily to the general public between the hours of 8:00 a.m. and 10:00 p.m.
20. **Permits/Licenses & Facility Rules.** Permits and/or licenses are required for private events held in the Park and Recreation Facilities and must be in compliance with District's Park Use and Facility Rules. For events involving protests, marches, and/or any other form of protected speech related activity, the Application for First Amendment Demonstration Permit must be submitted in advance of any applicable event. For any other event, the Event License Agreement must be submitted in advance of such event. The permit and/or license may require a non-refundable application fee and a refundable damage deposit. Permits/licenses are not transferrable and must be in the possession of the license/permit holder during the event. Event organizers are required to obtain all applicable permits (e.g., noise, alcohol, street closure) from applicable jurisdictions (e.g., the City of Loveland) and must comply with all applicable state and local statutes, ordinances, rules and regulations. The permit/license holder is responsible for the actions of event attendees.
 - a. **Security Deposit.** A refundable damage deposit is required for all events. The Damage Deposit will be returned following completion of the event if the property used is cleaned and restored to the condition it was in prior to the event. If the property used is not properly cleaned or restored, the Damage Deposit or portion thereof shall be applied to the costs of clean-up, and the permit/license holder will be billed the actual costs of clean-up. Any unused portion of the Damage Deposit will be refunded.

- b. **Parking Control.** The permit/license holder is responsible for parking control measures as may be required by the District, Manager, City of Loveland and event permit/license agreement.
- c. **Insurance.** The District may require commercial general liability insurance and other insurance coverage for any event held at the Park and Recreation Facilities.
- d. **Security.** The District may require security services for events, including, but not limited to, events involving provision of alcohol or creating significant risk of injury to person or property to ensure public safety.

EXHIBIT B

Facility Rules

1. Applicable Event permit and/or license must be on display throughout the Event.
2. No items may be permanently attached to District property (e.g., fences, trees, or trash receptacles).
3. Temporary structures, including tents and pavilions, are permitted upon District approval, but may not remain overnight. Any staking with in-ground anchors of temporary structures requires exact staking locations and prior specific approval from the District.
4. Electrical power will not be furnished unless pre-approved.
5. Permittee/Licensee agrees to keep golf carts only on trails and designated walkways. Permittee/Licensee agrees that golf carts will not be driven on any grass, lawn areas, open spaces, native areas at any time.
6. Parking Control. The permit/license holder is responsible for parking control measures as may be required by the District, Manager, City of Loveland and event permit/license agreement.
7. Security. The District may require security services for events, including, but not limited to, events involving provision of alcohol or creating significant risk of injury to person or property to ensure public safety.
8. Set-Up and Tear-Down. Set-up and tear-down must take place between the hours of 7:00 a.m. – 11:00 p.m. the day of the Event. The Park and Recreation Facilities are open from 8 a.m. – 10 p.m. everyday. Permittees/Licensees are able to enter the Park and Recreation Facilities one hour prior to opening for set-up purposes only and remain one hour after Park and Recreation Facilities closing for tear-down purposes only.
9. General Liability Insurance. The District may require general liability insurance to ensure public safety if the Event poses a substantial risk of damage or injury based on the anticipated number of attendees, the nature of the Event and activities involved, and the physical characteristics of the Event site. If general liability insurance is required, the District shall be named as an additional insured. Coverage must be maintained for the duration of the Event, including through set-up and tear-down.
10. Rescheduling Due to Act of God. The District is not responsible for failure to provide the basic facilities and services at the Permit/License Area due to emergencies, catastrophes, or interruptions of public utilities or services. If an Act of God were to occur preventing the Event from taking place as scheduled, the District will allow for the Event to be rescheduled, pending availability, with no penalty. Cancellations due to inclement weather will not be considered for refunds.
11. Conduct. Good order and proper decorum shall be maintained at all times by persons conducting and participating in the Event. Persons will leave District property at the designated conclusion time. The Permittee/Licensee is responsible for security and orderly behavior at the Event.

12. **Damage.** Permittee/Licensee must ensure that the Permit/License Area and any property or improvements located thereon are not damaged in any manner by virtue of the Event and/or Permittee's/Licensee's use of the Permit/License Area. Permittee/Licensee is fully responsible for prompt repair in accordance with the District's instructions, at Permittee's/Licensee's sole expense, of any such damage that occurs. Permittee/Licensee must comply with any instructions of the District concerning use of the Permit/License Area, and must return the Permit/License Area and its facilities to the same state of cleanliness and orderliness as it was prior to Permittee's/Licensee's use.
13. **Alcohol.** Unless all proper permits and insurances are obtained under state law, and/or local ordinance/rule, no person shall consume or sell alcoholic beverages at the Event. **Copies of all permits for consuming alcoholic beverages must be submitted to the District at least seven (7) days prior to the Event.** Failure to provide such permits within the time period specified herein shall immediately revoke Permittee's/Licensee's ability to sell or permit consumption of alcoholic beverages at the Event.
14. **Photography.** Permittee/Licensee grants to the District an irrevocable, non-exclusive license to use photos taken at the Event for the District's purposes.
15. **Utilities.** Permittee/Licensee shall also pay for any utilities or other services provided for its use of the Permit/License Area over and above the level normally provided by the District. Permittee/Licensee will pay any invoice from the District therefor **within thirty (30) days of receipt.**
16. **Sub-License.** Permittee/Licensee may not sub-license in whole or in part, the Permit/License Area and its facilities.
17. **Security.** Permittee/Licensee is responsible for adequate security and peacekeeping measures during the Event, including all set-up and tear-down. If alcohol will be present, Permittee/Licensee is responsible for (i) establishing a security plan and (ii) procuring private security (one security officer per every hundred attendees). The District must approve Permittee's/Licensee's security plan in the event alcohol is served at least fourteen (14) days prior to the Event.
18. **Termination.** The Permit/License Application may be **terminated by either party upon the giving of seven (7) days written notice.** If terminated by Permittee/Licensee **less than seven (7) days from the Event,** Permittee/Licensee agrees to pay the District **50%** of the Event Fee. If terminated by Permittee/Licensee **less than three (3) days from the Event,** Permittee/Licensee agrees to pay the District **100%** of the Event Fee. Such termination payments shall be paid by Permittee/Licensee (or retained by the District from the Event Fee) at the time of termination. The District may terminate this Permit/License Agreement immediately if Permittee/Licensee defaults under any term or condition hereof.
19. **Termination Expenses.** Permittee/Licensee is responsible for all expenses incurred by the District as a result of any and all termination, cancellation, or rescheduling of the Event. Expenses may include, but are not limited to, wages, rental expense, set up, tear down, and clean up. Payment of these expenses must be made immediately by Permittee/Licensee upon receipt of an itemized invoice from the District.

20. **Damage Deposit.** The Damage Deposit will be returned after completion of the Event, if the Permit/License Area is cleaned and restored to the condition it was in prior to the Event. If the Permit/License Area is not properly cleaned or restored, the Damage Deposit or portion thereof shall be applied to the costs of clean-up, and Permittee/Licensee will be billed the actual costs of clean-up. Any unused portion of the Damage Deposit will be returned to Permittee/Licensee.

EXHIBIT C

First Amendment Demonstration Permit

Kinston Metropolitan District No. 1
Application for First Amendment Demonstration Permit
 ___ Park

Kinston Metropolitan District No. 1 (the “District”) allows events and peaceful assembly at District Park and Recreation Facilities. To preserve and protect District property, prevent and assure accountability for damage, and provide for the safety of visitors, the District manages organized activities through a permit system. Permits control aspects of the planned activity such as date, time, location, and number of participants. The content of what permit-holders have to say is NOT regulated.

Submission of this application does not constitute approval or permission. You (“Permittee”) will be notified of the disposition of the application and the necessary steps to secure your permit. (Note: Permittee may be required to provide proof of liability insurance, in addition to other requirements.) In submitting this Application and if approved, the Permittee has read and agrees that Permittee and all attendees will abide by the Park Use Rules and Facility Rules.

Permits are required for events and demonstrations such as rallies, picketing, speechmaking, marching, or similar activities that primarily involve communication or expression of views or grievances (a “Special Event”).

If approved, Permittee agrees to pay:

\$500/day Special Event Fee

The Special Event Fee is due upon signing this Permit Agreement and will secure the Special Event date. The balance of Damage Deposit is due no later than **seven (7) days prior to the Event.**

\$500 Refundable Damage Deposit.

The Damage Deposit will be returned after completion of the Event, if the Permit Area is cleaned and restored to the condition it was in prior to the Special Event. If the Permit Area is not properly cleaned or restored, the Damage Deposit or portion thereof shall be applied to the costs of clean-up, and Permittee will be billed the actual costs of clean-up. Any unused portion of the Damage Deposit will be returned to Permittee.

The District reserves the right to require Permittee to provide security and/or parking management services for the Special Event. For purposes of this Special Event, Permittee **is / is not** (*circle one*) required to provide security and/or parking management services.

Please supply the information requested below and attach additional sheets, if necessary.

Applicant (Representative) Name:	Entity/ Organization Name:
Address:	Address:
City/State/Zip Code:	City/State/Zip Code:
Telephone:	Telephone:
Cell:	Cell:
Email:	Email:
Please describe proposed Special Event (attach diagram / site plan):	
Date of Special Event:	
Special Event start:	Special Event end:
Tear-down will be completed:	

Number of attendees (please provide an estimate):		
Please describe clean-up and removal of trash, animal waste, and recyclables during and after the Special Event:		
Please describe any additional permits you have or will obtain for the Special Event:		
Do you require use of the stage?	Y	N
Will the Special Event require road closures?	Y	N

WAIVER, RELEASE AND INDEMNIFICATION

For an activity or event for which a permit is issued, proposed to be held, or actually held in District Park and Recreation Facilities, the Permittee shall defend, indemnify, and hold harmless the District, its officers, employees, agents and assigns, individually and collectively against any losses, damages, liabilities, claims, suits, actions, causes of action, costs and expenses of any kind whatsoever that may be suffered, incurred, or sustained by Permittee or for which the District its officers, employees, agents and assigns, individually and collectively may become liable resulting from, arising out of, or relating to the activity or event. The Permittee hereby releases, waives, discharges and covenants not to sue the District, its officers, employees, agents and assigns, individually and collectively for any claim, demand, action, cause of action, or damages the Permittee has or may have arising out of or related to the permitted use of the District Park and Recreation Facilities by the Permittee.

Applicant Name (Print): _____

Applicant Signature: _____ Date: _____

Completed application must be accompanied by the damage deposit in the form of a cashier's check or money order in the amount indicated on the Permit Agreement, made payable to Kinston Metropolitan District.

Submit your completed application to: sarahbromley@pcgi.com If your request is approved, a permit will be sent to the person designated on the application.

The permit must be signed and returned prior to the event.

FOR OFFICIAL USE ONLY:

[insurance, noise, alcohol, fencing, security, coordination with City, etc.]

EXHIBIT D

Event License

KINSTON METROPOLITAN DISTRICT NO. 1

**LICENSE AGREEMENT FOR USE OF
DISTRICT PROPERTY**

This License Agreement is made this ___ day of _____, 20___, by and between Kinston Metropolitan District No. 1 (the “District”) and _____ (“Licensee”).

RECITALS

WHEREAS, Licensee desires to use the ___ Park, owned and controlled by the District (the “License Area”), and the District is willing to permit and license such use pursuant to the following provisions.

ACCORDINGLY, the parties hereto agree as follows:

1. The District hereby grants Licensee an exclusive, non-transferrable license to hold the Event, as described in Paragraph 2 below, at the License Area.
2. Licensee intends to hold the following event (the “Event”) at the License Area:

Name of Event	
Date(s) of Event	
Time Frame of Event	
Set-Up Date & Time	
Tear-Down Date & Time	
Contact Person	
Contact Address	
Contact Phone	
Contact Email	

3. Licensee hereby affirms that alcohol will / will not be (*circle one*) served at the Event.
4. The District reserves the right to require Licensee to provide security and/or parking management services for the Event. For purposes of this Event, Licensee is / is not (*circle one*) required to provide security and/or parking management services.
5. The District has approved the use of no more than _____ golf carts for Licensee’s Event.
6. The District reserves the right to allow the installation of signage in the License Area for the Event. Event and Sponsorship signage is / is not (*circle one*) allowed.
7. In connection with the Event, Licensee shall pay the following to the District, made payable to, “Kinston Metropolitan District No. 1”:

\$50/day Event Fee
\$200 Refundable Damage Deposit

The Event Fee is due upon signing this License Agreement and will secure the Event date. The balance of Damage Deposit is due no later than **seven (7) days prior to the Event**.

8. By taking possession of the License Area, Licensee is deemed to have: (i) inspected the License Area; (ii) accepted the License Area "AS IS" with no representation or warranty by the District as to the condition of the License Area, its suitability for Licensee's proposed operation or the improvements therein; and (iii) agreed that the District has no obligation to improve or repair the License Area. Any improvements must be approved in advance by the District.

9. Licensee has reviewed the District's Park Use Rules, and agrees that Licensee and its invitees, guests and/or participants shall abide by all such rules. In addition, Licensee has reviewed the Facility Rules and agrees that Licensee and its invitees, guests and/or participants shall abide by all such rules.

10. Licensee has reviewed and signed or will review and sign the waiver and indemnity provision attached hereto as "Waiver, Release and Indemnification".

11. The District may require commercial general liability insurance and other insurance coverage for any event held at the Park and Recreation Facilities. Should insurance be required, Licensee shall provide to the District, a certificate of insurance evidencing that adequate insurance has been provided in accordance with the requirements of this paragraph not later than seven (7) days prior to the Event set-up date.

12. In any suit brought by the District by reason of Licensee's default, the District shall be entitled to an award of its costs and reasonable attorneys' fees.

13. It is understood and agreed that no agency, employment or partnership is hereby created by the parties. It is agreed that Licensee will not make any representations which would create apparent agency, employment or partnership and Licensee shall not have any authority to act for the District in any manner to create any obligations or debts which would be binding upon the District or the License Area.

14. The rights and privileges of Licensee under this License Agreement shall not be assigned in whole or in part to any other party.

15. Nothing in this License Agreement shall be construed as a waiver in whole or in part of any of the rights, protections, privileges, limitations on damages, or governmental immunity provided to the District, or its members, directors, officers, employees, servants, agents, or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as the same currently exists or may hereafter be amended.

[Remainder of this page left intentionally blank.]

THE DISTRICT:

KINSTON METROPOLITAN DISTRICT NO. 1

BY: _____

Date: _____

LICENSEE:

BY: _____

Date: _____

WAIVER, RELEASE AND INDEMNIFICATION

For an activity or event for which a license is issued, proposed to be held, or actually held in a District Park and Recreation Facilities, the Licensee shall defend, indemnify, and hold harmless the District, its officers, employees, agents and assigns, individually and collectively against any losses, damages, liabilities, claims, suits, actions, causes of action, costs and expenses of any kind whatsoever that may be suffered, incurred, or sustained by Licensee or for which the District its officers, employees, agents and assigns, individually and collectively may become liable resulting from, arising out of, or relating to the activity or event. The Licensee hereby releases, waives, discharges and covenants not to sue the District, its officers, employees, agents and assigns, individually and collectively for any claim, demand, action, cause of action, or damages the Licensee has or may have arising out of or related to the permitted use of the District Park and Recreation Facilities by the Licensee.

Applicant Name (Print): _____

Applicant Signature: _____

Date: _____

Completed application must be accompanied by the damage deposit in the form of a cashier's check or money order in the amount indicated on the License Agreement, made payable to Kinston Metropolitan District No. 1.

Submit your completed application to: sarahbromley@pcgi.com If your request is approved, a license will be sent to the person designated on the application.

The license must be signed and returned prior to the event.

FOR OFFICIAL USE ONLY:

[insurance, noise, alcohol, fencing, security, coordination with City, etc.]
