

**Central Platte Valley Metropolitan District
City and County of Denver, Colorado
Special Events Policy**

Statutory Authority:

C.R.S. § 32-1-1001(m)

Basis and Purpose:

The Central Platte Valley Metropolitan District (the "District") recognizes that entities and persons (referred to herein as a "promoter") may desire to conduct a special event on property owned, operated and/or maintained by the District, including, without limitation, the Millennium Bridge, the 16th Street Plaza to the west of the Millennium Bridge and the 17th Street Gardens (the pedestrian mall located along 17th Street between Wewatta Street and Chestnut Place). As used herein, "special event" or "event" shall mean any commercial, artistic, political or community-oriented non-profit activity engaged in within the boundaries of the District, as detailed below, that is not within the ordinary course for the District's residents and/or taxpayers and/or commercial enterprises; this definition includes, without limitation, movies or other photographic shoots, educational activities, commercial and/or retail promotions, political rallies, organized athletic activities (i.e., marathons, half-marathons, I OK races, exercise classes, etc.), non-profit fundraisers and any other planned event that is of the nature that it may attract a gathering of invited attendees or members of the public for any period of time. A map generally showing the property to which this Policy applies is attached to this policy as **Exhibit A**. This policy will clarify and expedite the license-granting process and will establish procedures and requirements for the conducting of special events within the District.

I. Licenses and Application

- A. To memorialize the terms and conditions of the usage of District property, all promoters of an event shall enter into a license agreement with the District prior to the occurrence of any event. A promoter shall apply to the District for conducting an event by providing a written request to either the District manager or District counsel specifying the following: 1. the name and contact information for the promoter; 2. a brief description of the proposed event, including the number of anticipated participants/attendees; 3. the date(s) and time(s) for the proposed event; 4. the anticipated length of time that the event will take place; and 5. any further information that may be necessary or helpful in allowing the District to evaluate whether to approve the event. As of the effective date of this Policy, the District Manager is Anna Jones, CliftonLarsonAllen, LLP, 8390 E. Crescent Parkway, Suite 500, Greenwood Village, CO 80111, (303) 779-4525, anna.jones@claconnect.com, and the District Counsel is Miller & Associates Law Offices, LLC, 1641 California Street, Suite 300, Denver, CO 80202, (303) 285-5320.

- B. In addition to obtaining a license from the District, any promoter wishing to hold a special event on District property shall obtain, prior to such event, any and all required licenses and permits from the State of Colorado, the City and County of Denver, Colorado (the "City"), the Federal Government, as well as any department subdivisions thereof. Such licenses and permits shall include, but are not limited to, food, liquor, street occupancy and filming.

- C. If the event requires the partial or total closure of Bassett Circle, the promoter must also obtain permission from the respective owners of Bassett Circle, who are, as of the effective date of this Policy, the City, Balfour Cosmopolitan Club, LLC, 1331 Hecla Drive, Louisville, CO 80027, and Central Platte Valley Management, LLC, 170 Wynkoop Street, Suite 140, Denver, CO 80202.
- D. The Regional Transportation District ("RTD") is the owner of certain back of curb improvements and other appurtenances along 17th Street that are adjacent to the 17th Street Gardens (the "RTD Improvements"). To the extent that any special event that may affect the RTD Improvements requires the promoter to retain private security services in accordance with Section VI, *infra*, such promoter shall coordinate with RTD for the provision of such security services. To the extent that the RTD Improvements may otherwise be affected by the holding of any special event, RTD shall be named as an "additional insured" party pursuant to the requirements of Section VII, in addition to the District. A promoter may coordinate with RTD for any special events listed in this Section I(D) or deliver any certificates of insurance listing RTD as an "additional insured" for any special event that may affect the RTD Improvements by contacting Jeffrey Kay at Jeffrey.kay@rtd-denver.com, or another individual who otherwise may be designated by RTD. As of the effective date of this Policy, RTD's address is 1660 Blake Street, Denver, CO 80202.
- E. Any and all events, whether they occur on private or on public property, shall adhere to the applicable rules, regulations, policies and permitting procedures of all state, local and federal governmental entities with jurisdiction.

II. Deposits

- A. Subject to the terms of this Section II, at the time the request for a special event is made to the District, the promoter for such event shall submit a deposit in the amount of \$1,000.00 to the District (the "Event Deposit"). The Event Deposit shall be used by the District solely to offset the District's management, administrative and legal costs associated with processing the event request. Any amount of the Event Deposit not used by the District shall be returned within forty- five (45) days of the conclusion of the event to the promoter. Any

amounts incurred by the District in excess of the Event Deposit shall be due and payable by the event holder within thirty (30) days after notice by the District.

- B. In the sole discretion of the District, the amount of the Event Deposit may be increased or decreased depending upon the following factors: 1. expected disruption of normal residential and commercial activity by the event; 2. length of time of event; 3. number of expected participants for event; and 4. other matters deemed relevant by the District, in its sole discretion. Under all circumstances, unless otherwise waived in writing by the District in its sole discretion, the promoter for the event shall be responsible for offsetting any and all management, administrative and legal costs of the District incurred in connection with the event. Any amount of the Event Deposit not used by the District shall be returned within forty-five (45) days of the conclusion of the event to the promoter. Any amounts incurred by the District in excess of the Event Deposit shall be due and payable by the event holder within thirty (30) days after notice by the District.

- C. With regard to events the attendance at which is anticipated to be one hundred (100) people or more, the District may require the payment of a security deposit due at the same time as the payment of the Event Deposit in a reasonable amount equal at least to the required deductible for the insurance policy that the promoter is required to carry; the Board of Directors, in its sole reasonable discretion, may require such security deposit to be a greater amount than the insurance deductible should the invasive or disruptive nature of the event necessitate it (the "Security Deposit"). Such Security Deposit may be paid via either certified check or cash. If the amount of the Security Deposit is insufficient to repair or replace damaged District improvements or infrastructure, the promoter shall promptly, upon reasonable notification by the District, remit to the District such further amounts as may be necessary to repair and/or replace such District improvements or infrastructure to the condition immediately preceding the event. Any unused amounts of the Security Deposit remaining after the event shall be returned to the promoter in the same manner as any refunds owing for the Event Deposit.

- D. With regard to events the attendance at which is anticipated to be one hundred (100) people or more, the District may require the payment of an insurance deductible deposit due at the same time as the payment of the Event Deposit in a reasonable amount equal at least to the required deductible for the insurance policy that the promoter is required to carry; the Board of Directors, in its sole reasonable discretion, may require such insurance deductible deposit to be a greater amount than the insurance deductible should the invasive or disruptive nature of the event necessitate it (the "Insurance Deductible Deposit"). Such Insurance Deductible Deposit may be paid via either certified check or

cash. If the amount of the Insurance Deductible Deposit is insufficient to repair or replace damaged District improvements or infrastructure, the promoter shall promptly, upon reasonable notification by the District, remit to the District such further amounts as may be necessary to repair and/or replace such District improvements or infrastructure to the condition immediately preceding the event. Any unused amounts of the Insurance Deductible Deposit remaining after the event shall be returned to the promoter in the same manner as any refunds owing for the Event Deposit.

- E. If the District incurs more legal and/or administrative costs in association with a special event than the Event Deposit may provide for, the District, in its sole discretion, may take such monetary shortfall out of any available Security Deposit and/or Insurance Deductible Deposit, as applicable. Any unused amounts of such deposits shall be returned to the promoter in the same manner as any refunds owing for the Event Deposit.
- F. To provide for the continued maintenance and upkeep of District owned and/or maintained street and back-of-curb improvements, including, without limitation, granite pedestrian walkways, that may be damaged by the holding of a special event on District property, the District shall require the payment of an "Infrastructure Fee" to be remitted to the District at the same time and in the same manner as the Event Deposit, as described above. **The Infrastructure Fee is a fee imposed by the District entirely separate from the imposition of the Event Deposit, Security Deposit and Insurance Deductible Deposit; it is a non-refundable fee payable to the District.** The Infrastructure Fee shall be calculated by the following chart:

Number of Expected Attendees	Amount of Infrastructure Fee
1 – 250	\$250
251 - 500	\$500
501- 750	\$750
751 - up	\$1,000

All monies received from the payment of the Infrastructure Fee shall be deposited into a separate District capital projects account to be used solely for the repair and replacement of damaged District owned and/or maintained street and back-of-curb improvements. Only one Infrastructure Fee shall be paid by a promoter per license agreement executed with the District, regardless of how many events are described and permitted under such license agreement. Due to the social and communal importance of non-profit events to the surrounding neighborhood, and to prevent unnecessarily impacting such events, the District, in its sole discretion, may waive payment of the Infrastructure Fee, in whole or in part, when the event in question involves non-profit or educational activities; such activities include,

without limitation, student films or photo shoots, educational, community or political fundraisers, footraces, and/or political rallies. A waiver of the Infrastructure Fee by the District shall be only accomplished via a duly-executed written agreement and in no way waives the required payment of any other fees or deposits detailed herein.

III. Request for Special Event

- A. All requests for special events shall be considered by the District on a first come-first served basis. Requests for established events that have been held within the last two (2) consecutive years at the same specific location, date and time will receive priority consideration by the District, provided that such request is received by the District between January 1 and March 1 of the year in which the event is to be held.
- B. All requests for holding single-day events must be received and approved by the District at least two (2) weeks in advance of the event. This two (2) week prior notice requirement may be shortened or waived in the sole reasonable discretion of the District on a case-by- case basis.
- C. All requests for holding multi-day events must be received and approved by the District Board of Directors at least one (1) month in advance of the event. This one (1) month prior notice requirement may be shortened or waived in the sole reasonable discretion of the District on a case-by-case basis.
- D. Due to the inherent disruption caused to local residences and businesses, there shall be a limitation on conducting multi-day events to one (1) for every two (2) month period. Waivers to this policy may be granted by the District on a case-by-case basis; however, for such waiver to be granted, the promoter must demonstrate what efforts it will undertake to mitigate impact and disruption to the surrounding residences and businesses, and comply with any other requirements the District may in its sole discretion deem relevant.
- E. Due to the inherent disruptive impact that events cause to the surrounding residences and businesses, there shall be a limit of four (4) separate single or multi-day events held per month at any single location or area within the District. The District, in its sole discretion, may waive this limitation if particular circumstances so dictate. In addition, the District shall also have the right to limit, in its sole discretion as it determines to be in the best interests of its residents and taxpayers, the frequency of how often separate events may occur at a particular location. By way of example, but not limitation, if promoters for four (4) separate events all wish for their events to be held during the first week of the month at a single location, the District

may demand that the events be split up so that only one (1) event is occurring per week at the location.

- F. The promoter of any event shall provide to all residential and business owners advance notice of the event immediately upon receiving approval by the District of the event, which shall be accomplished by providing a one-page written summary of the event to East/West Urban Management at 1610 Little Raven, Suite 125, Denver, CO 80202, or its designated successor or assignee. The promoter shall provide a copy of this event summary to the District Manager at the same time such notice is provided to East/West Urban Management. The written summary shall explain the proposed operations of the event and shall contain, at a minimum: 1. the name, address and phone number of the promoter; 2. the type of event; and 3. its expected duration. East/West Urban Management shall then distribute such notice of the event to all residences and business owners located within two hundred (200) square feet of the event site.

IV. Duration of Event

- A. All evening events must end by 9 P.M. if they occur during a weeknight (Sunday - Thursday).
- B. All evening events must end by 10 P.M. if they occur during a weekend (Friday-Saturday).
- C. No event shall begin prior to 7 A.M. regardless of whether it occurs on a weekday or on the weekend.
- D. There shall be a time limit of ten (10) consecutive hours during a day for the holding of any single event; additional time may be available for the set-up and breakdown of any required event materials.
- E. Permission may be granted by the District, in its sole discretion, to extend the beginning and/or ending times of any event, as described in Sections IV(A-D) above, or to provide for nighttime events, if necessary, and if such extension would not unduly disturb or disrupt the surrounding residential and commercial community.
- F. Ingress and egress to private residences and businesses, as well as emergency street and building access, must be maintained at all times for the entire duration of any event.

V. Loudness of Event

- A. Any and all events shall adhere to the decibel limits set forth in the City's municipal code, Section, 36-1, *et seq.*, as it may be amended from time to time.

- B. If deemed necessary by the District or otherwise required pursuant to the City's municipal code, as may be amended, the promoter shall arrange for at least one (1) decibel reader to be provided on-site of the event. The promoter shall make readings of the decibel reader(s), which shall be made on a periodic basis of at least once per hour for the duration of the event to ensure that the City's prescribed decibel limits are not being violated.
- C. Amplified sound (i.e., public address systems or music speakers), is prohibited except under a Special Event or Assembly Permit issued by the City designating limited hours for operation of such amplified sound. City Environmental Health sound ordinances, as may be amended from time to time, must be adhered to at all times.

VI. Security and Restroom Facilities

- A. A promoter shall hire, at its own expense, professional security services for any and all events involving the consumption of alcohol and/or when there are more than one hundred (100) people anticipated to attend and/or participate.
- B. The promoter shall arrange for the employment of at least one (1) security guard per one hundred (100) people attending and/or participating in the event.
- C. The promoter shall provide, at its own expense, at least two (2) portable restroom facilities (i.e., "Port-o-Johns," or other similar facility) per one hundred (100) people anticipated to attend and/or participate in the event. The placement of such portable restroom facilities shall be subject to the prior approval of the District.

VII. Insurance

- A. All promoters must provide a certificate of insurance coverage to the District indicating the issuance of a valid insurance policy with the following conditions:
 - i. Commercial general liability coverage of an amount not less than \$1,000,000 per incident, \$2,000,000 aggregate;
 - ii. The District (and RTD, if the event is to occur on or around the 17th Street Gardens) must be designated as an "additional insured" party under the insurance policy; and
 - iii. At least thirty (30) days prior notice must be provided to the District (and RTD, if the event is to occur on or around the 17th

Street Gardens) prior to the insurance policy being cancelled, modified or terminated.

- B. The District may impose further insurance requirements depending upon the potential disruptive nature of the event or its reasonable potential for personal or property damage.

VIII. Pre- and Post-Event Walkthrough

- A. The promoter for any and all events shall arrange for a pre-event walkthrough with the designated District representative at least one (1) day prior to the beginning of an event to account for any pre-existing damage to the property. The District may require that a designated RTD representative be present for such pre-event walkthrough for events occurring on or around the 17th Street Gardens to account for any pre-existing damage to RTD Improvements.
- B. The promoter for any and all events shall arrange for a post-event walkthrough with the designated District representative no later than two (2) days after the conclusion of an event to account for any damage to the District's property caused by such event. The District may require that a designated RTD representative be present for such post-event walkthrough for events occurring on or around the 17th Street Gardens to account for any pre-existing damage to RTD Improvements. The promoter shall be responsible for paying for the cost of repairing and/or replacing such damaged property as well as for the required attendance of the District representative (and, if necessary, the RTD representative). This requirement is in addition to, and does not supplant or replace in any way, the requirements imposed by the payment of the Infrastructure Fee, as detailed above in Section II(D).

IX. Size of Event

- A. Due to space limitations and safety concerns, there shall be a limit of one thousand, five hundred (1,500) individuals who can be present on the 16th Street Plaza and Millennium Bridge at any given time for a particular event.
- B. The population density limitation referred to above does not take into account pedestrians or residents who are using the 16th Street Plaza, the Millennium Bridge for reasons unrelated to the event and all reasonable measures must be taken by the promoter to accommodate their lawful activities.

X. Small Events

- A. In the event that each of the following conditions are satisfied, a proposed special event may be determined to be a "Small Event:"
 - i. The anticipated number of participants or attendees are ten (10) or fewer;
 - ii. The proposed special event will last for three (3) hours or less;
 - iii. The equipment needed for the proposed special event is reasonably portable, handheld and/or cumulatively weighs less than two hundred (200) pounds;
 - iv. The proposed special event will not disrupt or interfere with the quiet enjoyment of the surrounding residential and commercial property owners, tenants, residents, or members of the general public;
 - v. The proposed special event will not obstruct or impair any public rights-of-way or pedestrian or vehicular traffic; and
 - vi. The proposed special event does not require the usage of any dolly, rigging, or scaffolding equipment.
- B. The District's designated representative(s) may reasonably determine if a proposed special event qualifies as a Small Event upon the receipt of an application from a promoter. A proposal for a Small Event must be received by the District representative(s) at least one (1) week prior to the scheduled Small Event for it to be considered.
- C. If a proposed special event qualifies as a Small Event, then the requirements of this Section X shall expressly apply, and the requirements of Sections II, III(B)-(F), IV, VI and VII shall not apply, except to the extent that, in the District's and the District Representative's sole and reasonable discretion: a. such Sections are intended and necessary to protect the safety and well-being of the District's residents and taxpayers, or of the general public; or b. extenuating circumstances may apply. Generally, a Small Event shall not be required to undertake the following actions:
 - i. Pay any Event Deposit, Security Deposit or Insurance Deductible Deposit (as described in Section II(A) - (E));

- ii. Pay any Infrastructure Fee (as described in Section II(F)); and
 - iii. Provide any insurance certification to the District (as described in Section VII).
- D. In the event that a proposed special event is determined to be a Small Event, the promoter of such Small Event shall agree to and execute a letter agreement, in a form prepared and approved by the District or the District's representative(s), as such form may be amended from time to time, confirming:
- i. That the proposed special event shall be and remain a Small Event for its entire duration;
 - ii. That the promoter of the Small Event will conform to the terms and conditions of this Policy, as amended, as well as all applicable rules, regulations, safety protocols, policies or laws of the District or any other governmental entity with appropriate jurisdiction during the entire duration of the Small Event;
 - iii. That the promoter of the Small Event, to the greatest extent practicable, shall schedule a pre-Small Event and post-Small Event walkthrough with the District or the District's representative(s) to account for any damage to the District's property;
 - iv. That the promoter will respect all private property rights located adjacent to the site of the Small Event;
 - v. That the promoter will not restrict or impair any public rights-of-way or pedestrian or vehicular traffic;
 - vi. That the promoter shall remain liable and responsible for any and all damage or injury to persons or property caused by the Small Event, whether caused intentionally or negligently, and shall indemnify and hold the District harmless for such damage or injury;
 - vii. That the promoter shall not disrupt or interfere with the quiet enjoyment of the surrounding residential or commercial property owners, tenants, residents or members of the general public; and

- viii. Any other reasonable restrictions or limitations required by the District or the District's representative(s).
- E. Nothing contained herein shall be construed as obligating the District or the District's representative(s) to designate any particular proposed special event as a Small Event. Under all circumstances, the District and the District's representative(s) shall have the discretion to classify or de-classify a proposed special event as a Small Event pursuant to specific circumstances and their own respective reasonable judgment.

XI. Miscellaneous

- A. The promoter shall be responsible for his/her/its actions and the actions of any gathering invitees/attendees/participants.
- B. Motorized vehicle traffic on lawns, turf, restricted roadways, bicycle/pedestrian pathways or any granite or sandstone public improvements is strictly prohibited. Roadways and parking areas are clearly marked and established. Driving any motorized vehicles beyond designated boundaries to load and unload equipment or transport goods or materials is strictly prohibited. Utilization of private property for parking or driving shall only be allowed with the express permission of the property owner, which the promoter is solely liable for obtaining.
- C. Trash must be properly disposed of off-site.
- D. Signs, banners, decorations and canopies may not be attached to trees, shelters, poles, buildings, bollards, planters or light fixtures. Blocking public areas such as sidewalks, parking lots, paths, roadways and pedestrian walkways is strictly prohibited, except as outlined in a pre-approved site plan.
- E. It is unlawful for any person, other than duly authorized personnel, to mark, remove, break or climb upon or in any way injure, damage or deface the trees, shrubs, sculptures, plants, turf or any of the buildings, fences, bridges, monumentation, fountains or other structures, appurtenances or property within or without the District.
- F. Notwithstanding anything else contained herein to the contrary, this Policy shall be effective for all proposed special events that may be held on property owned and/or maintained by the District.
- G. This Policy may be revised at any time by the Board of Directors of the District, subject to applicable law.