

RESOLUTION NO. 2016-04-02

**RESOLUTION OF DUS METROPOLITAN DISTRICT NO. 1
ADOPTING THE SPECIAL EVENTS POLICY FOR TAIL TRACKS PLAZA**

WHEREAS, DUS Metropolitan District No. 1 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and operates pursuant to its Service Plan approved by the City and County of Denver, Colorado, on August 4, 2008.

WHEREAS, the District recognizes that entities and persons may desire to conduct special events within the area known as Tail Tracks Plaza, as depicted in **Exhibit A** (the “**Plaza**”).

WHEREAS, the District desires to protect District owned improvements and infrastructure located within the Plaza through rules and regulations applicable to those special events occurring within the Plaza.

WHEREAS, these rules and regulation are set forth in a policy by which the District intends to regulate those special events occurring within the Plaza (the “**Special Event Policy**”).

WHEREAS, the District desires to adopt the Special Event Policy.

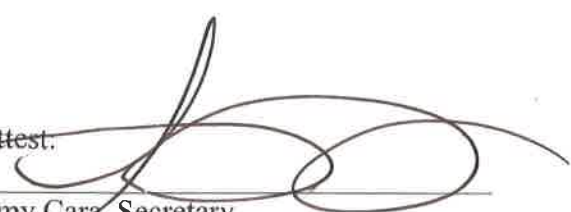
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DUS METROPOLITAN DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER, COLORADO:

1. The Board of Directors of the District hereby adopts the Special Events Policy, attached hereto as **Exhibit B** and incorporated herein by reference.
2. The Board of Directors declares that the Special Events Policy is effective as of April 25, 2016.
3. Judicial invalidation of any of the provisions of the Special Events Policy or of any paragraph, sentence, phrase or word therein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of the Special Events Policy, unless such invalidation would act to destroy the intent of essence of the Special Events Policy.

DUS METROPOLITAN DISTRICT NO. 1

By: 
Frank Cannon, President

Attest.


Amy Cara, Secretary

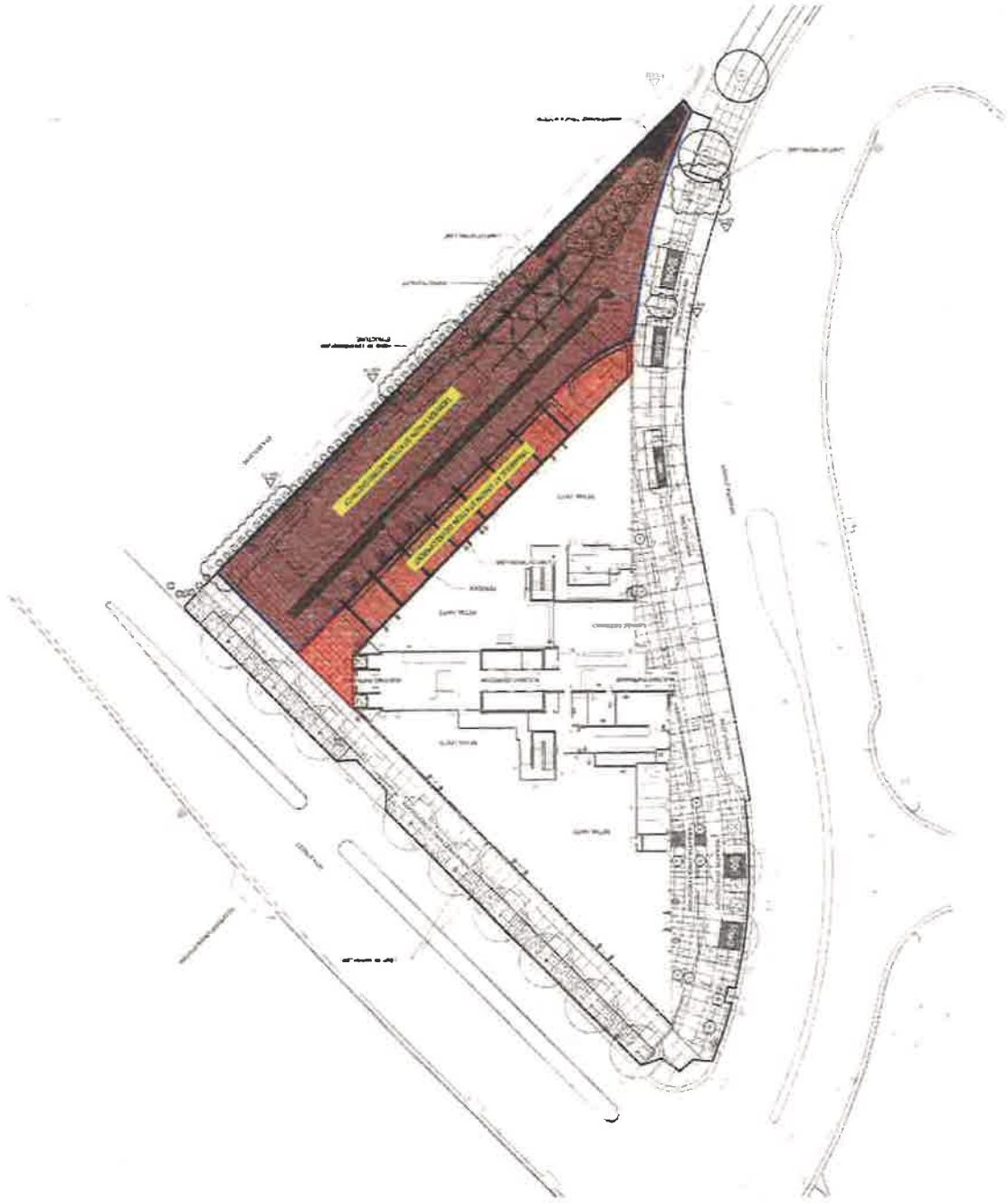
**EXHIBIT A
TAIL TRACKS PLAZA**

L-100-1

SITE REFERENCE PLAN

Project Name: Triangle Building
 Project No.: L-100-1
 Date: 10/1/2011
 Scale: 1/8" = 1'-0"

Revision Log:
 01: Initial Design
 02: Client Meeting
 03: Site Survey
 04: Preliminary Plans
 05: Final Design
 06: Construction Documents
 07: Construction Start
 08: Construction Complete
 09: Occupancy
 10: Final Report



Triangle Building
 1000 North Salisbury Street
 Raleigh, NC 27601
 Phone: 919.978.1234
 Fax: 919.978.5678
 Website: www.trianglebuilding.com
 Architect: Anderson Architects
 1000 North Salisbury Street
 Raleigh, NC 27601
 Phone: 919.978.1234
 Fax: 919.978.5678
 Website: www.andersonarchitects.com
 Engineer: Smith Group
 1000 North Salisbury Street
 Raleigh, NC 27601
 Phone: 919.978.1234
 Fax: 919.978.5678
 Website: www.smithgroup.com

Anderson Architects
 DESIGN WORKSHOP

**EXHIBIT B
SPECIAL EVENTS POLICY**

**DUS Metropolitan District No. 1
City and County of Denver, Colorado
Special Events Policy**

Statutory Authority:
C.R.S. § 32-1-1001(m)

Basis and Purpose:

The DUS Metropolitan District No. 1 (the “**District**”) recognizes that entities and persons (referred to herein as a “**Promoter**”) may desire to conduct a special event on property operated and/or maintained by the District, specifically within the boundaries of the property depicted and described in **Exhibit A**, attached hereto and incorporated herein (“**Tail Tracks Plaza**” or the “**Plaza**”). Because the Plaza is wholly within the City and County of Denver (the “**City**”) public Right-Of-Way, the City has exclusive authority to issue permits authorizing a Special Event (defined below) within Tail Tracks Plaza (each such permit, a “**City Permit**”). For purposes of this Special Events Policy (defined below), the term City Permit shall include all permits as may be issued by the City for use of public Right-Of-Way including, but not limited to, Street Occupancy Permits, Film Permits and Street Cut Permits. Notwithstanding the City’s authority to issue City Permits, pursuant to §32-1-1001(m), C.R.S., the District has the authority to adopt, amend and enforce rules and regulations applicable to Special Events occurring within Tail Tracks Plaza. As used herein, “**Special Event**” or “**Event**” shall mean any event occurring within the Plaza which requires and has been issued a City Permit under the applicable ordinances, rules and regulations of the City including, for example, commercial, artistic, political or community-oriented non-profit activity, movies or other photographic shoots, educational activities, commercial and/or retail promotions, political rallies, organized athletic activities (i.e., marathons, half-marathons, 10K 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. This policy constitutes the rules and regulations of the District applicable to Special Events occurring within the Plaza (the “**Special Events Policy**”). The purpose of the Special Events Policy is to ensure adequate protection and available funding for clean-up, repair, and replacement of District-owned improvements and infrastructure, including without limitation those improvements described in **Exhibit B**, attached hereto and incorporated herein (as may be modified or amended from time to time, the “**District Improvements**”), before, during and after a Special Event.

I. Notice, Permit and Compliance with Applicable Law

A. **Notice.** The Promoter of an Event shall provide written notice (“**Notice**”) to the District prior to or on the date the City Permit application is submitted to the City. The Notice shall specify the following: (i) the name and contact information for the Promoter; (ii) a brief description of the proposed Event, including the number of anticipated participants/attendees; (iii) the date(s) and time(s) for the proposed Event; (iv) the anticipated length of time that the Event will take place; and (v) any additional information the District may reasonably

request. Upon receiving the City Permit from the City, the Promoter shall promptly provide a copy of the same to the District.

B. Certificate of Promoter. Concurrently with the submittal of the Notice required in Section I.A above, the Promoter shall submit to the District an executed Certificate of Promoter, attached hereto and incorporated herein as **Exhibit C**.

C. Permit Required. No Special Event shall occur on the Plaza unless the Promoter has obtained all City Permits from the City and provided a copy of the same to the District.

D. Compliance with Law.

1. Prior to the Event, the Promoter shall also obtain any and all required licenses and permits from the State of Colorado, the City and federal government, as well as any department subdivisions thereof. Such licenses and permits include, but are not limited to, food, liquor, street occupancy and filming.

2. The Promoter shall adhere to all rules, regulations, policies and permitting procedures of all state, local and federal entities with jurisdiction applicable to the Event.

II. **Deposits; Infrastructure Fee**

A. Generally. The Promoter shall be responsible for offsetting any and all management, administrative, legal, maintenance, District Improvements repair and replacement, and other liability costs, including those resulting from any claims asserted by third parties, incurred by the District arising from or in connection with the Event.

B. Event Deposit. The Promoter shall submit a deposit in the amount of One Thousand Dollars (\$1,000) (the "**Event Deposit**"). The Event Deposit shall be used to pay expenses incurred by the District related to the Event including administrative costs, pre- and post-event inspections and maintenance services provided during and after the Event. In the sole discretion of the District, the amount of the Event Deposit may be increased or decreased depending upon the following factors: (i) expected disruption of normal residential and commercial activity by the Event; (ii) length of time of the Event; (iii) number of expected participants for the Event; and (iv) any other matters deemed relevant by the District.

C. Security Deposit. With regard to Events at which the anticipated attendance is one hundred (100) people or more, the District may require a security deposit (the "**Security Deposit**") in an amount that is equal to two hundred percent (200%) of the required deductible for the insurance policy that the Promoter is required to carry pursuant to this Special Events Policy or such greater amount as the District, in its reasonable discretion, may require upon

determining that the invasive or disruptive nature of the Event may increase risks of damage to District Improvements or otherwise exposes the District to liability.

D. Motorized Vehicle Deposit. If the Promoter or any other party associated with the Event requires the use of a motorized vehicle in an area designated for motorized vehicle access within the Plaza, the Promoter shall notify the District in the Notice and shall submit a deposit in the amount of five thousand (\$5,000) (the “**Motorized Vehicle Deposit**”). The Motorized Vehicle Deposit shall be used to pay any expenses incurred by the District related to or arising from the use of a motorized vehicle within the Plaza.

E. Application of Deposits; Excess Costs.

1. If the District incurs management, legal, administrative and/or maintenance costs in association with an Event in excess of the Event Deposit, the District, in its sole discretion, may: (i) submit an invoice to the Promoter for such excess costs, which shall be due and payable within thirty (30) days after delivery of the invoice; or (ii) utilize any available Security Deposit and/or Motorized Vehicle Deposit funds to pay the excess costs.

2. If the District incurs District Improvements repair and/or replacement costs or other liabilities in excess of the Security Deposit, the District, in its sole discretion, may: (i) submit an invoice to the Promoter for such excess costs, which shall be due and payable within thirty (30) days after delivery of the invoice; or (ii) utilize any available Event Deposit and/or Motorized Vehicle Deposit funds to pay the excess costs.

3. If the District incurs District Improvements repair and/or maintenance costs associated with the use of a motorized vehicle on the Plaza in excess of the Motorized Vehicle Deposit, the District, in its sole discretion, may: (i) submit an invoice to the Promoter for such excess costs, which shall be due and payable within thirty (30) days after delivery of the invoice; or (ii) utilize any available Event Deposit and/or Security Deposit funds to pay the excess costs.

4. Any amount of the Event Deposit, Security Deposit and/or Motorized Vehicle Deposit not used by the District shall be returned to the Promoter within forty-five (45) days of the conclusion of the Event.

5. In the event that the Promoter does not comply with this Special Events Policy, the District has the right, subject to its reasonable discretion, to keep all or any portion of the Event Deposit, Security Deposit and/or the Motorized Vehicle Deposit.

F. Infrastructure Fee. To provide for the continued maintenance and upkeep of District Improvements, the Promoter shall pay a non-refundable fee (the “**Infrastructure Fee**”), which shall be calculated as follows:

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

All monies received from the payment of the Infrastructure Fee shall be deposited into a separate capital projects account to be used solely for the repair and replacement of District Improvements. Only one Infrastructure Fee shall be paid by a Promoter per Event. The District, in its sole discretion, may waive payment of the Infrastructure Fee, in whole or in part. A waiver of the Infrastructure Fee by the District shall be granted only by a duly-executed written agreement and in no way waives the required payment of any other fees or deposits required herein.

G. Payment of Deposits/Fees. Concurrently with the submittal of the Notice required by Section I.A, the Promoter shall submit to the District the Event Deposit, Security Deposit, Motorized Vehicle Deposit and, if applicable, the Infrastructure Fee, payable to:

DUS Metropolitan District No. 1
 Attn: Debra Sedgely
 c/o CliftonLarsonAllen LLP
 8390 E Crescent Parkway, Suite 600
 Greenwood Village, CO 80111
 Telephone: (303) 265-7860

H. Any fees paid to the District are separate and independent of any fees payable/owed to the City, State of Colorado, or other regulatory entity having jurisdiction in regard to the Special Event.

III. Community Notification

A. The Promoter shall comply with the Event Notification requirements of the City and provide the District with a copy of the Event Overview Information flyer not less than forty-five (45) days prior to the Event.

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 City Permit 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:

1. Commercial general liability coverage of an amount not less than \$1,000,000 per incident, \$2,000,000 aggregate;
2. The District (and, if applicable, any consultant engaged by the District to implement and enforce this Special Events Policy) must be designated as an "additional insured" under the insurance policy; and
3. At least thirty (30) days prior notice must be provided to the District prior to the insurance policy being cancelled, modified or terminated.

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

C. Concurrently with the submittal of the Notice required by Section I.A, the Promoter shall submit to the District the certificate of insurance coverage.

VIII. Pre- and Post-Event Walkthrough

A. The Promoter shall arrange for a pre-event walkthrough with the designated District representative immediately prior to the beginning of the Event to identify any pre-existing damage to District Improvements.

B. The Promoter shall arrange for a post-event walkthrough with the designated District representative immediately upon the conclusion of the Event to identify any damage to the District Improvements not identified during the pre-event walkthrough.

IX. Miscellaneous

A. Section IV through Section VII of this Special Events Policy are the minimum requirements applicable to a Special Event. If the City, either through ordinance or through the City Permit, imposes more stringent requirements than those in Section IV through Section VII, the City's requirements shall apply.

B. The Promoter shall be responsible for his/her/its actions and the actions of any gathering invitees/attendees/participants.

C. Motorized vehicle traffic on lawns, sidewalks or other areas not designated for vehicle access is strictly prohibited. The Promoter shall be responsible for the placement of plastic, rubber and/or other protective devices to protect District Improvements, including, but without limitation, concrete pavers

and foundation, from grease, oil or other spills resulting from motorized vehicles using those areas designated for vehicle access within the Plaza.

D. The Promoter shall be responsible for properly disposing of all trash off-site following an Event. If an Event is multiple days, the Promoter shall be responsible for properly disposing of all trash off-site daily. The Promoter shall be responsible for supplying, at the Promoter's own expense, the trash receptacles for the Event.

E. Signs, banners, decorations and canopies may not be attached to trees, shelters, poles, buildings, bollards, planters, light fixtures, play swing structure, bike racks, or any other District Improvements, unless previously approved by the District and the City in writing. Blocking public areas such as sidewalks, parking lots, paths, roadways and pedestrian walkways is strictly prohibited, except as described in the City Permit issued by the City. Any damage to said items shall be the sole responsibility of the Promoter.

F. 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.

G. This Policy may be revised at any time by the Board of Directors of the District, subject to applicable law.

H. If any of the provisions of this Special Events Policy, not including those provisions discussed in Section IX.A, conflict with any City Ordinance or City Permit for a Special Event within the Plaza, the City Ordinance or the City Permit will take precedence over this Special Events Policy.

I. All notices or other information the Promoter is required to provide to the District must be sent to:

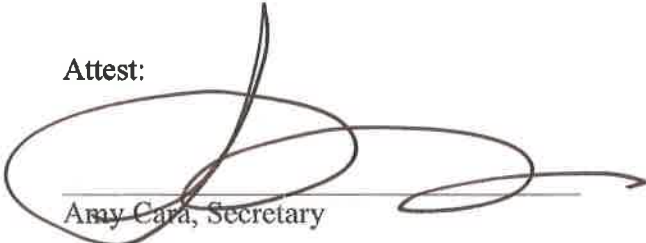
DUS Metropolitan District No. 1
Attn: Jennifer Henry
450 E. 17th Ave., Suite 400
Denver, CO 80203
Email: jhenry@specialdistrictlaw.com
Telephone: (303) 592-4380

ADOPTED at a meeting of the Board of Directors of the DUS Metropolitan District No. 1 on April 25, 2016.

DUS METROPOLITAN DISTRICT NO. 1

By: 

Frank Cannon, President

Attest:


Amy Card, Secretary

**EXHIBIT A
MAP OF TAIL TRACKS PLAZA**

Triangle Building

Project:
Change of Use/Alteration
1000 North Main Street
Raleigh, NC 27601

Architect:
Anderson/Mason/Dale Architects
1000 North Main Street
Raleigh, NC 27601

Client:
Triangle Building
1000 North Main Street
Raleigh, NC 27601

Contractor:
[Name]
[Address]
[City, State, Zip]

Structural Engineer:
[Name]
[Address]
[City, State, Zip]

Mechanical/Electrical/Plumbing:
[Name]
[Address]
[City, State, Zip]

Other Professionals:
[Name]
[Address]
[City, State, Zip]

Date	Description
11/14/01	Final Design
11/14/01	Final Design
11/14/01	Final Design
11/14/01	Final Design
11/14/01	Final Design
11/14/01	Final Design
11/14/01	Final Design
11/14/01	Final Design
11/14/01	Final Design
11/14/01	Final Design

Project Number	Sheet No.
1000	1

Scale: 1/8" = 1'-0"

L-100-1

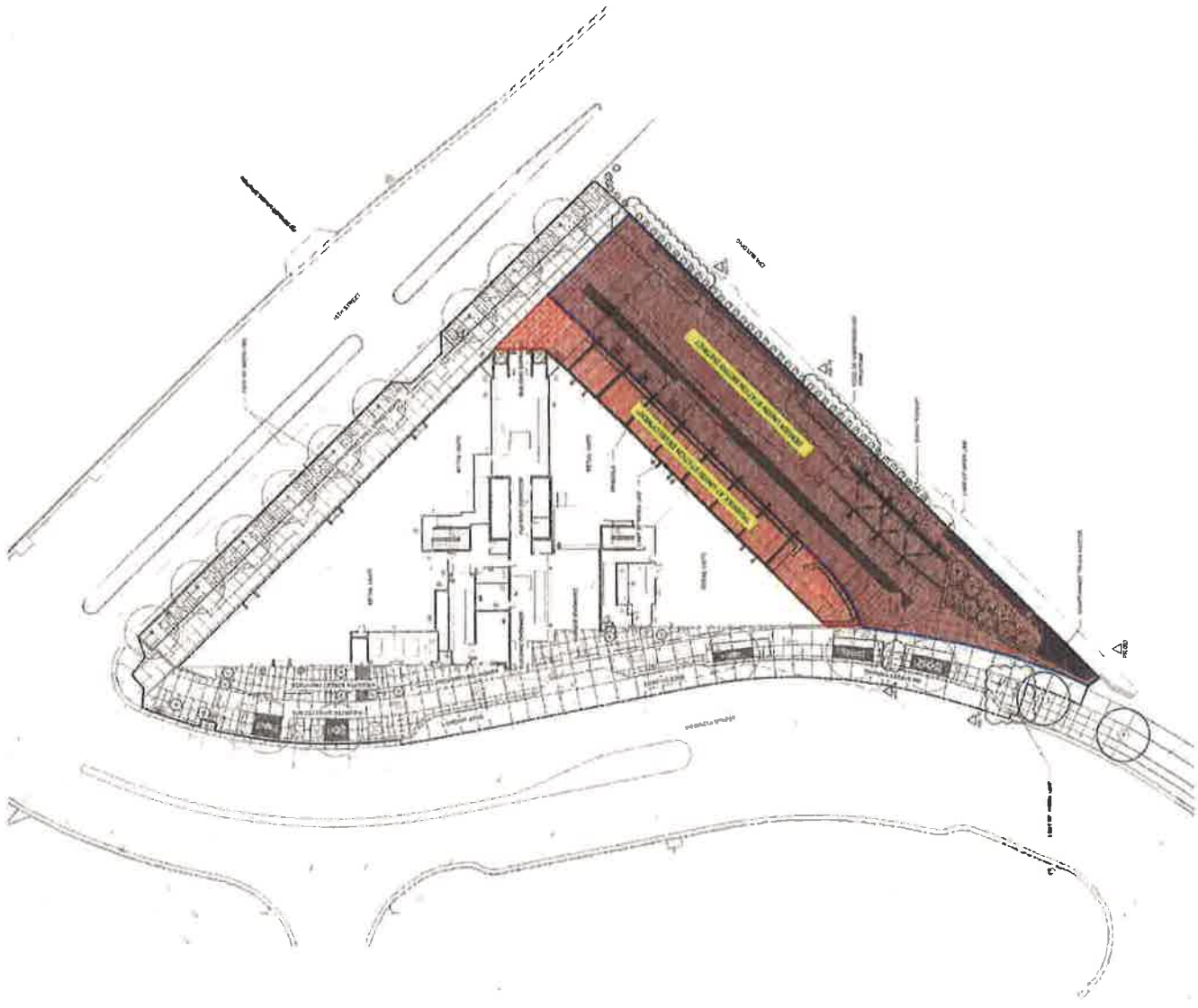


EXHIBIT B IMPROVEMENTS

District owned improvements and infrastructure within Tail Tracks Plaza include:

1. Concrete pavers;
2. Concrete foundations;
3. Waterproofing elements;
4. Site walls;
5. Stairs;
6. Fixed seating elements;
7. Planter pots;
8. Landscaping;
9. Lighting;
10. Signage;
11. Swing play structures;
12. Lattice wall;
13. Hand rails and guardrails;
14. Tables and chairs;
15. Umbrellas;
16. Waste receptacles;
17. Bike racks; and
18. Underground 12" PVC storm sewer and trench drains.

EXHIBIT C
CERTIFICATE OF PROMOTER

CERTIFICATE OF PROMOTER

(Must be submitted concurrently with the Notice required in Section I.A of the Special Events Policy)

Promoter certifies that he/she/it received, read and will comply in all respects with the Special Events Policy of DUS Metropolitan District No. 1 (the "District").

Enclosed is/are the following:

- Event Deposit in the amount of \$ _____.
- Security Deposit, if applicable, in the amount of \$ _____.
- Motorized Vehicle Deposit, if applicable, in the amount of \$ _____.
- Infrastructure Fee in the amount of \$ _____.

By signature of the authorized representative below, Promoter hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees, harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys' fees and costs, arising out of the death or bodily injury to persons or damage to property resulting or arising from Promoter's use of Tail Tracks Plaza.

PROMOTER

By: _____
Name: _____
Title: _____
Date: _____