

SLOAN'S LAKE METROPOLITAN DISTRICT NO. 1

City and County of Denver, Colorado Events Policy

Statutory Authority:

C.R.S. § 32-1-1001(m)

Basis and Purpose:

The Sloan's Lake Metropolitan District No. 1 (the "**District**") recognizes that entities and persons (referred to herein as a "**Promoter**") may desire to conduct an event on property owned by the District, including the plaza depicted and described in **Exhibit A**, attached hereto and incorporated herein ("**Chapel Plaza**" or the "**Plaza**"). The Board of Directors of the District offers the Plaza for general use of the public consistent with the District's authority pursuant to Section 32-1-1001(m), C.R.S., and the adopted rules and regulations applicable to Events then in affect.

I. Permit and Compliance with Applicable Law

A. Application. The Promoter of an Event shall complete the Permit Application on a form provided by the District. The Application 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; (v) if the sale or dispensing of malt, vinous, or spirituous liquor is requested; (vi) a copy of any permit applications or approved permits issued by the City and County of Denver and the Liquor Enforcement Division, Department of Revenue (together, the "**City Permit**") for the same event; and (vii) any additional information the District may reasonably request. Upon receiving the City Permit, the Promoter shall promptly provide a copy of the same to the District.

B. Certificate of Promoter. No less than ten (10) days prior to the Event, the Promoter shall submit to the District an executed Certificate of Promoter, attached hereto and incorporated herein as **Exhibit C**, together with any Security Deposit and certificate of insurance required by the District.

C. Permit Required. No Event shall occur on the Plaza unless the Promoter has obtained any and all required licenses and/or permits, including any City Permits, 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. Security Deposits

A. Generally. The Promoter shall be responsible for offsetting any and all management, administrative, legal, maintenance, District property repair and/or 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. Security Deposit. The District may, in its sole discretion and upon determining that the invasive or disruptive nature of the Event may increase risks of damage to District property or otherwise exposes the District to liability, require a security deposit (the “**Security Deposit**”) in (i) an amount up to \$1,000 or (ii) 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 Events Policy.

C. Application of Security Deposit; Excess Costs.

1. If the District incurs management, legal, administrative and/or maintenance costs in association with an Event 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 Security Deposit funds to pay the excess costs.

2. If the District incurs District property repair and/or replacement costs or other liabilities in excess of the Security Deposit, the District, in its sole discretion, may 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.

3. Any amount of the Security Deposit not used by the District shall be returned to the Promoter within forty-five (45) days of the conclusion of the Event.

4. In the event that the Promoter does not comply with this Events Policy, the District has the right, subject to its reasonable discretion, to keep all or any portion of the Security Deposit.

D. Payment of Security Deposit. When required by the District, the Promoter shall submit to the District the any Security Deposit with the Certificate of Promoter required by Section I.B.

South Sloan's Lake Metropolitan District No. 1
Attn: AJ Beckman
c/o Public Alliance LLC
3159 N. Speer Blvd.
Denver, CO 80211

E. Any Security Deposit or fees paid to the District are separate and independent of any deposits or fees payable/owed to the City, State of Colorado, or other regulatory entity having jurisdiction over the Event.

III. Community Notification

A. If the Event requires a City Permit and the Promoter is required to provide notice of the Event pursuant to the City's Community/Event Notification requirements, the Promoter shall 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. Events generally shall not be authorized to begin prior to 7 A.M.

B. Events generally shall be required to end by 9 P.M.

C. 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.

D. Permission may be granted by the District, in its sole discretion, to extend the beginning and/or ending times of any Event by up to one (1) hour, as described in Sections IV.A and B above, or to provide for morning/nighttime Events, if necessary, and if such extension would not unduly disturb or disrupt the surrounding residential and commercial community.

E. 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. Amplified sound exceeding 65 dB(A) will not be permitted before 7:00 A.M. or after 9:00 P.M.

VI. Security and Restroom Facilities

A. The District may, in its sole discretion, require a Promotor to 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 District may, in its sole discretion, require a Promotor to arrange for the employment of at least one (1) security guard per one hundred (100) people attending and/or participating in the Event.

A. 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 are responsible for securing event insurance in commercially reasonable amounts considering the size, scope, and nature of the Event.

B. The District may, in its sole discretion, require proof of insurance, naming the District as an additional insured, in policy and coverage limits 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 Events Policy) must be designated as an "additional insured" under the insurance policy; and
3. When required by the District, the Promoter shall submit to the District the certificate of insurance coverage with the Certificate of Promoter required by Section I.B.

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

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

South Sloan's Lake Metropolitan District No. 1
Attn: Jennifer Henry
c/o McGeady Becher P.C.
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 South Sloan's Lake Metropolitan District No. 1 on May 21, 2021.

**SOUTH SLOAN'S LAKE
METROPOLITAN DISTRICT NO. 1**

By: DocuSigned by:
Cameron Bertron
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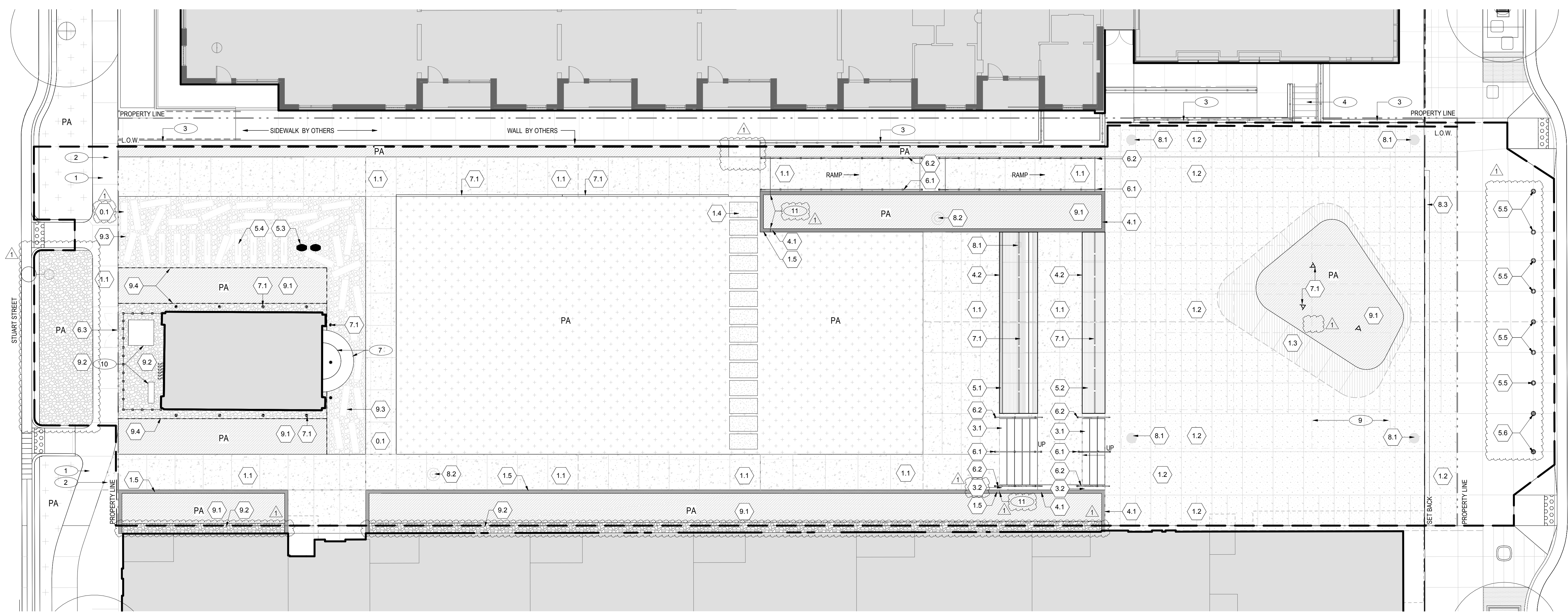
President

Attest:

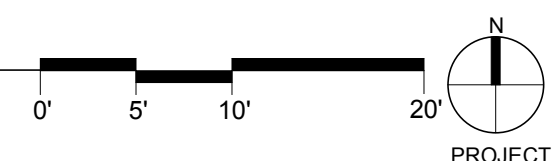
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Sarah Laverty
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Secretary

EXHIBIT A
MAP OF THE PLAZA



B1 LANDSCAPE MATERIALS PLAN
LM101 1" = 10'-0"



PLAN NOTE	DESCRIPTION	SHEET NUMBER	SPEC SECTION
0.0	EXISTING AND/OR RELOCATED		
0.1	EXISTING AND RELOCATED STONE PAVERS	D3/LS01	
1.0	PAVEMENT, CURBS, RAMPS		
1.1	P/MT TYPE 1 - CIP CONCRETE - PEDESTRIAN, MEDIUM BROOM FINISH		SEE CIVIL
1.2	P/MT TYPE 2 - CIP CONCRETE - VEHICULAR, MEDIUM BROOM FINISH		SEE CIVIL
1.3	P/MT TYPE 3 - CIP CONCRETE - VEHICULAR, TINED RAKE FINISH (JOINTS AT 1/2" DEPTH SPACED 2' APART)		SEE CIVIL
1.4	P/MT TYPE 4 - CIP CONCRETE - PEDESTRIAN, MEDIUM BROOM FINISH		SEE CIVIL
1.5	CIP CONCRETE CURB	A1/LS01	SEE CIVIL
3.0	STAIRS		
3.1	STAIR TYP 1 - CIP CONCRETE, STANDARD FINISH	B1/LS02	SEE CIVIL
3.2	RAMP - CIP CONCRETE, STANDARD FINISH	B3/LS02	SEE CIVIL
4.0	SITE WALLS / EMBANKMENTS		
4.1	CIP CONCRETE RETAINING WALL TYPE 1 - RUBBED FINISH	C1/LS02, 1/S-001 A1/LS03, 1/S-001	32.32.13 32.32.13
4.2	CIP CONCRETE RETAINING WALL TYPE 2		
5.0	SITE ELEMENTS		
5.1	BENCH TYPE 1 - CUSTOM BENCH	A1/LS03, B1/LS03	32.33.00
5.2	BENCH TYPE 2 - CUSTOM BENCH	A1/LS03, B1/LS03	32.33.00
5.3	TRASH RECEPTACLE	LM101, LS101	32.33.00
5.4	BIKE RACK	LM101, LS101, B3/LS01	32.33.00
5.5	BOLLARD TYPE 1	LM101, LS101	32.33.00
5.6	BOLLARD TYPE 2	LM101, LS101	32.33.00
6.0	RAILINGS, BARRIERS, FENCING, GATES		
6.1	RAILING TYPE 1 - STAINLESS STEEL PIPE AND TUBE RAILING, ILLUMINATED	A1/LS02, B1/LS02	05.73.00
6.2	RAILING TYPE 2 - STAINLESS STEEL PIPE AND TUBE RAILING	A1/LS02, B1/LS02	05.73.00
6.3	FENCE WITH GATE	C1/LS03	05.73.00
7.0	SITE LIGHTING		
7.1	LIGHT FIXTURE	AE100, AE101	
8.0	DRAINAGE		
8.1	AREA DRAIN		SEE CIVIL
8.2	MANHOLE		SEE CIVIL
8.3	TRENCH DRAIN		SEE CIVIL
9.0	PLANTING		
9.1	ORGANIC MULCH TYPE 1 - SHREDDED HARDWOOD		32.93.00
9.2	MINERAL MULCH TYPE 1 - 3/4" RIVER ROCK		32.15.40
9.3	MINERAL MULCH TYPE 2 - 3/8" DECOMPOSED GRANITE WITH FINES	D3/LS01	32.15.40
9.4	STAINLESS STEEL EDGER		32.93.00

MATERIALS LEGEND	
1.0 - PAVEMENT, CURBS, RAMPS	9.0 - PLANTING
1.1	9.1
1.2	9.2
1.3	9.3
1.4	
1.5	
4.0 - SITE WALLS / EMBANKMENTS	
4.1	
4.2	

FURNISHINGS SCHEDULE					
PLAN NOTE	QTY.	PRODUCT	DESCRIPTION	MOUNT	MANUFACTURER
5.1	1	BENCH TYPE 1	ALUMINUM FRAME CONSTRUCTION WOOD OPTION: THERMALLY MODIFIED ASH	SURFACE MOUNT PER MANUFACTURER	SITE PIECES www.sitepieces.com 800.484.0797
5.2	1	BENCH TYPE 2	ALUMINUM FRAME CONSTRUCTION WOOD OPTION: THERMALLY MODIFIED ASH	SURFACE MOUNT PER MANUFACTURER	SITE PIECES www.sitepieces.com 800.484.0797
5.3	2	CHASE PARK LITTER RECEPTACLE	SIDE OPENING, POWDER COATED METAL, COLOR: TITANIUM	FREE STANDING	LANDSCAPE FORMS www.landscapeforms.com 800.430.6209
5.4	9	RIDE BIKE RACK	POWDER COATED METAL, COLOR: CRANBERRY	SURFACE MOUNT PER MANUFACTURER	LANDSCAPE FORMS www.landscapeforms.com 800.430.6209
5.5	7	R-8907 STAINLESS STEEL BOLLARD - EMBEDDED	STAINLESS STEEL	EMBEDDED PER MANUFACTURER	RELIANCE FOUNDRY www.reliance-foundry.com 1-877-789-3245
5.6	2	R-8907 STAINLESS STEEL BOLLARD - REMOVABLE	STAINLESS STEEL	EMBEDDED PER MANUFACTURER	RELIANCE FOUNDRY www.reliance-foundry.com 1-877-789-3245

SITE REFERENCE NOTES	
1	EXISTING SIDEWALK
2	TIE INTO EXISTING SIDEWALK SEAMLESSLY
3	EXISTING SITE WALL
4	EXISTING STAIRS
6	EXISTING CHAPEL
7	EXISTING STAIRS TO CHAPEL
8	UTILITY EASEMENT
9	DETENTION VAULT
10	EXISTING UTILITY BOX
11	CONCRETE CURB TRANSITION TO WALL

SYMBOL LEGEND			
---	PROPERTY LINE	---	UTILITY EASEMENT
---	LIMIT OF WORK L.O.W.	---	DETENTION VAULT
---	SET BACK	(5327.50)	EXISTING GRADE
---	STRUCTURE OVERHANG	5327.50	PROPOSED GRADE
---	DECORATIVE JOINT	○	EXISTING LIGHT POST
---	CONTROL JOINT		
---	EXPANSION JOINT (EJ)		



Consultant	
CIVIL / ARCHITECTURE GROUP	BY: [Signature]
STRUCTURAL / ELEC	BY: [Signature]
PLUMBING / MECHANICAL	BY: [Signature]
ELECTRICAL / COLUMN ENGINEERING	BY: [Signature]
LIGHTING / STANTEC	BY: [Signature]
PACKAGE G	BY: [Signature]
PACKAGE F	BY: [Signature]
PACKAGE E	BY: [Signature]
PACKAGE D	BY: [Signature]
PACKAGE C	BY: [Signature]
PACKAGE B	BY: [Signature]
PACKAGE A	BY: [Signature]
ISSUED	BY: [Signature]

Permit/Seal 100% CD SET



Client/Project	EFG/Enviro Finance Group/South Sloans Lake
Chapel Plaza Site Development Plan	1593 Raleigh Street, Denver, CO
Project No.:	2270330619
File Name:	N/A
Scale:	As indicated
Author	Designer
Dwn.	Dsgn.
Chk'd	08/02/19
YYYY.MM.DD	
Title	LANDSCAPE MATERIALS PLAN
Revision:	1
Drawing No.	LM101

EXHIBIT B IMPROVEMENTS

District owned improvements and infrastructure within the Plaza include:

1. Chapel
2. Concrete pavers
3. Concrete foundations
4. Waterproofing elements
5. Site walls and fencing
6. Planter pots
7. Landscaping
8. Lighting
9. Signage
10. Fixed seating
11. Handrails and guardrails

EXHIBIT C
CERTIFICATE OF PROMOTER

CERTIFICATE OF PROMOTER

(Must be submitted no less than 10 days prior to Event)

Promoter certifies that he/she/it received, read and will comply in all respects with the Events Policy of South Sloan’s Lake Metropolitan District No. 1 (the “**District**”).

Enclosed is/are the following, as required by the District:

- Security Deposit, if applicable, in the amount of \$ _____.
- Certificate(s) of Insurance

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 the Plaza.

PROMOTER

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