

**FIRST AMENDMENT TO RESOLUTION OF  
THE BOARD 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 to provide for the safety of visitors, the District’s Board adopted, on June 8, 2023, that certain Resolution of the Board of Directors of Kinston Metropolitan District No. 1 Regarding District Facilities (the “Resolution”), which included, among other exhibits, Rules for Public Use of the Park attached thereto as Exhibit A (“Park Use Rules”) and Application First Amendment Demonstration Permits attached thereto as Exhibit C (“First Amendment Demonstration Permit Application”); and

WHEREAS, in an effort to further protect property and promote safety and order at the Park and Recreation Facilities, the District desires to amend its First Amendment Demonstration Permit and Park Use Rules attached to the Resolution, as provided herein.

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

1. First Amendment Demonstration Permits. The First Amendment Demonstration Permit is hereby amended to reflect a change in the security and parking requirements and fee schedule for the promotion of safety and order and protection of property. The Amended Application for First Amendment Demonstration Permit is attached hereto as Exhibit A (the “Amended Application”) and replaces in its entirety the First Amendment Demonstration Permit Application attached as Exhibit C to the Resolution. The Amended Application is required for any events involving protests, marches and/or any other form of protected speech activity, and must be submitted and processed in advance of any event for which a permit is required.


2. Rules for Public Use of Park. The Park Use Rules are hereby amended to reflect changes to carrying and use of firearms and weapons within the District’s Park and Recreation Facilities. The amended Park Use Rules are attached hereto as Exhibit B and replace, in its entirety, the Park Use Rules attached as Exhibit A to the Resolution.

3. Effective Date. This Resolution shall take effect on the date and at the time of its adoption. Except as otherwise provided herein, the terms, conditions and exhibits set forth in the Resolution remain in full force and effect.

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ADOPTED AND APPROVED THIS 14<sup>th</sup> DAY OF SEPTEMBER 2023.

KINSTON METROPOLITAN DISTRICT NO. 1

DocuSigned by:  
  
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By: Kim L. Perry, President

**EXHIBIT A**

**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:

**25 participants or less - \$250/day Special Event Fee**  
**26 participants or more - \$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 based upon the number of anticipated attendees at 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.

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**FOR OFFICIAL USE ONLY:**

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

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**EXHIBIT B**

**Park Use Rules**

## 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.** The use, display, or brandishing of firearms and/or deadly weapons within the park is prohibited except as otherwise permitted by applicable local and state law. Possession and carrying 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 event size, 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, large events, events involving provision of alcohol, or events creating significant risk of injury to person or property to ensure public safety.