

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
RAMPART RANGE METROPOLITAN DISTRICT NO. 1
CITY OF LONE TREE, COLORADO**

**A RESOLUTION ADOPTING RULES AND REGULATIONS FOR
RAMPART RANGE METROPOLITAN DISTRICT NO. 1
PARKS AND OPEN SPACE**

WHEREAS, the Board of Directors (the "Board") of Rampart Range Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), has determined that it is in the best interest of the residents of the District's service area to adopt rules and regulations pertaining to the use of the District's parks, trails and open space, in order to maintain, preserve and protect public property and facilities owned and/or operated by the District, and prohibit activities that substantially interfere with the use and enjoyment of such public use areas; and

WHEREAS, pursuant to Section 32-1-1001(m), C.R.S., the District is authorized to adopt, amend, and enforce bylaws, rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objectives, and affairs of the Board and of the District; and

WHEREAS, pursuant to Section 32-1-1001(n), C.R.S., the District is authorized to have and exercise all rights and powers necessary or incidental to or implied from the specific powers granted to the District by Article 32, C.R.S.; and

WHEREAS, pursuant to Section 32-1-1001(j)(I), C.R.S., the District is authorized to fix and from time to time increase or decrease fees, rates, tolls, penalties or charges for services, programs, or facilities furnished by the special district; and

WHEREAS, until paid, all such fees, rates, tolls, penalties, or charges shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens; and

WHEREAS, pursuant to Section 18-9-117(1), C.R.S., in addition to any authority granted by any other law, the District may adopt orders, rules and regulations as are reasonably necessary for the administration, protection, and maintenance of public property under its control, management, or supervision, regarding preservation of property, vegetation, wildlife; restriction or limitation of the use of such public property; necessary sanitation, health, and safety measures; camping and picnicking, public meeting and other individual or group usages; prohibition of activities or conduct on public property; use of all vehicles; and control and limitations of fires or other regulation of fires; and

WHEREAS, pursuant to Section 18-9-117(2), C.R.S., such limitations or prohibitions must be prominently posted at all public entrances to such property or notice must first be given by an officer or agency, or by any law enforcement officer having jurisdiction or authority to enforce the limitations or prohibitions; and

WHEREAS, "Parks or Open Space" shall mean all public recreational lands, trails, waters, buildings, structures, roads, parking lots and facilities located on such lands owned and/or operated by the District; and

WHEREAS, the Board has determined it is in the best interest of the residents of the District to adopt the following Rules and Regulations, pertaining to the use of the District's Parks or Open Space.

NOW, THEREFORE, be it resolved by the Board of Directors of Rampart Range Metropolitan District No. 1, City of Lone Tree, Colorado that:

Section 1: The following "Parks and Open Space Rules and Regulations" are hereby approved and it shall be unlawful for any person:

- 1.1 To enter, use, or occupy any Parks or Open Space, or any portion thereof, during the time such Parks or Open Space, or any portions thereof, are closed to entry, use or occupancy, including seasonal closures, unless approved in writing by the District Manager, or such other person as may be appointed in writing by the Board.
- 1.2 To remove, destroy, deface or damage any building, structure, facility, sign, vegetation, rock, or other object located within any Parks or Open Space.
- 1.3 To construct, place, or maintain any kind of road, trail, structure, sign, fence, marker, enclosure, communication equipment or other improvement within any Parks or Open Space without written approval from the District Manager.
- 1.4 To possess glass containers within any Parks or Open Space.
- 1.5 To deposit or leave any refuse, trash, litter, household or construction debris, or commercial garbage or trash, including but not limited to brush, lawn trimmings, and Christmas trees, in or upon any Parks or Open Space except by depositing such refuse, trash, debris and litter in refuse receptacles specifically designated for such purpose by the District.
- 1.6 To build, start, or light any fire of any nature in an outdoor fireplace grill or camp stove, or any other place whatsoever, even within designated areas, within any Parks or Open Space at any time when such fires are banned due to fire danger in the District or neighboring areas.
- 1.7 To feed, hunt, trap, catch, molest, take, harass, harm or kill any wild animal, bird, fish, reptile or amphibian or to disturb their habitat within any Parks or Open Space.

1.8 To plant any tree, shrub, plant or other vegetation without written approval of the District Manager.

1.9 To have within any Parks or Open Space any animals except domestic pets (dogs or cats). All domestic pets shall be restrained by means of a leash, cord, rope or chain not to exceed six (6) feet in length under the physical control of a person. It is prohibited to allow domestic pets to harm, kill, chase, or otherwise harass any wild animal, bird, fish, reptile or amphibian within any Parks or Open Space.

1.9.1 To have vicious animals, as the term is defined in Section 10-7-20 of the City of Lone Tree Municipal Code (Offenses Related to Animals), as authorized pursuant to Section 30-15-101(1)(a)(III), C.R.S., within any Parks or Open Space.

1.9.2 To leave any domestic pet unattended within any Parks or Open Space.

1.9.3 For any person who brings a domestic pet into any Parks or Open Space to not pick up and dispose of the animal's excrement in designated refuse receptacles.

1.10 To relocate or release animals, fish, birds or insects onto any Parks or Open Space without written approval of the District Manager.

1.11 To possess, use, cock, aim, or discharge any firearm, including but not limited to B-B guns, pellet guns, paint ball guns, and air-soft guns onto or within any Parks or Open Space.

1.12 To possess, use, draw, discharge any archery equipment, including but not limited to bows, longbows, crossbows, arrows, darts, and bolts onto or within any Parks or Open Space.

1.13 To possess, use or discharge any device capable of discharging any projectile by any means whatsoever, including but not limited to slingshots and wrist rockets onto or within any Parks or Open Space.

1.14 To ignite or launch any model rockets and airplanes onto or within any Parks or Open Space.

1.15 To use, ignite, or fire any fireworks or explosives, onto or within any Parks or Open Space.

1.16 To golf or hit golf balls onto or within any Parks or Open Space.

1.17 To operate any motorized vehicle within any Parks or Open Space, except on public roads or within public parking areas. Emergency, maintenance, and patrol vehicles are specifically excluded.

- 1.18 To park vehicles, trailers, or campers within any Parks or Open Space except within designated parking lots, and only between dawn and dusk.
- 1.19 To camp within any Parks or Open Space.
- 1.20 No semi or commercial trucks may be parked within any Parks or Open Space or any parking lots within any Parks or Open Space.
- 1.21 To enter, use or occupy any Parks or Open Space between dusk and dawn.
- 1.22 To swim, wade, or operate any boat or other flotation device in waters located within any Parks or Open Space.
- 1.23 To skate or ice skate on any non-designated surface within any Parks or Open Space.
- 1.24 To engage in any activity within any Parks or Open Space that unreasonably endangers the health, safety, and welfare of any person, animal or property.
- 1.25 To engage in disorderly conduct (as defined in Section 18-9-106 (1), C.R.S.) within any Parks or Open Space.
- 1.26 To carry, possess or consume alcoholic beverages within any Parks or Open Space, without written approval of the District Manager, and unless all required licenses and permits have been issued by all state and local liquor licensing authorities.
- 1.27 To walk, run, jog, hike, skateboard, rollerblade or bicycle within any Parks or Open Space except on a designated trail for such use. Maximum trail speed for bicyclists, skateboarders and rollerbladers is 15 mph.
- 1.28 To amplify sound by any means within any Parks or Open Space, without written approval of the District Manager.
- 1.29 To build, or place any kind of structure, fence, tree house, rope or other swing within any Parks or Open Space.
- 1.30 To interfere or attempt to interfere with any authorized law enforcement, County, City of Lone Tree or District personnel or to give false or misleading information with the intent to mislead said persons in the performance of their duties.

Section 2: The following policies for applying for a Revocable Park Use Permit are hereby approved:

- 2.1 **Application for a Revocable Park Use Permit.** Any party desiring to utilize any facility at, or portion of, a Parks or Open Space area (a "Park Facility") for an event which

will involve more than twenty-five (25) individuals must confirm availability of the Park Facility and apply for a permit for such use. All applicants must be at least twenty-one (21) years of age. The applicant must complete and execute an Application for Revocable Park Use Permit ("Application"), attached hereto as **Exhibit B**, which includes a Waiver and Release from Liability ("Waiver") and then submit an Application, a permit fee (where applicable), and a deposit no later than fifteen (15) days prior to the proposed event. If the applicant is a corporation, the Application must also be executed by an individual. The District retains the right to waive the fifteen (15) day requirement. All Applications shall be taken and reviewed on a first come, first serve basis. If the Application is accepted, the District will execute a Revocable Park Use Permit, and will provide the same to the applicant within five (5) days after receipt of the Application.

If the applicant is not a resident of the service area of the District, the District Manager is required to collect a one-hundred dollar (\$100) permit fee from such non-resident to offset the District's cost of operating and maintaining the Park Facilities ("Permit Fee"). No Permit Fee is required to be paid if the applicant is a resident of the service area of the District.

Additionally, the Manager is required to collect a two-hundred fifty dollar (\$250.00) deposit from every applicant pursuant to this Section 2.1 ("Deposit"). Such Deposit must be made at the time the Application is submitted. The Deposit, or a portion thereof, may be refundable pursuant to the Section 2.3 below.

A copy of the Revocable Park Use Permit must be in the possession of the applicant of a designated recipient during the event, and must be shown to District personnel upon request. This permit is non-assignable.

2.2 Permit Conditions. The Revocable Park Use Permit shall be subject to the all of the Parks and Open Space Rules and Regulations set forth in Section 1, as well as the following "Permit Conditions":

2.2.1 Parks are available for events between dawn and dusk.

2.2.2 Motorized vehicles are prohibited (this includes vehicles for purposes of unloading or loading picnic supplies and all catering or concession vehicles) on the Parks or Open Space, except on public roads or within public parking areas. Exceptions will require prior District approval in writing.

2.2.3 No commercial concessions shall be operated, nor charge or donation request of any kind be made of the public on the premises without prior written District approval, including confirmation that all necessary permits have been issued by all appropriate state and local authorities. Programs, circulars, pamphlets, handbills, or any other printed material shall not be sold or given away or contain any advertising without prior written District approval.

2.2.4 Upon termination of permitted use, the area shall be restored to a litter free condition. Repair or cleanup required by the District will be deducted from the deposit and, to the extent the amount exceeds the deposit, billed to applicant based on cost of service.

2.2.5 If additional security or traffic control measures are required, the District will not assume any financial responsibility.

2.2.6 Tents, booths, stands, awnings, canopies, or other structures are prohibited without the express written consent of District.

2.2.7 Destruction, damage, or removal of any vegetation, or defacement of District property is prohibited.

2.2.8 Disorderly conduct and/or abusive language shall be prohibited and shall be cause for ejection and loss of deposit.

2.2.9 A Revocable Park Use Permit is inapplicable to the use of waterways, reservoirs, lakes, swimming pools or other recreational water facilities in any Parks or Open Space.

2.2.10 The applicant, and any organization represented by the applicant, shall be responsible for its/his/her actions and the actions of the parties represented as a result of the Permit and shall execute the Waiver and Release which follows the Application for Revocable Park Use Permit. An unexecuted Waiver and Release shall render the Permit null and void.

2.2.11 Applicants must arrange for portable toilet facilities for events scheduled for more than four hours and for more than fifty people. For events involving 50-100 people, one portable toilet must be provided. For events involving more than 100 people, one portable toilet for each 100 people or portion thereof must be provided. For example, for an event involving 120 people, two portable toilets must be provided. Applicants are solely responsible for arranging for the rental of the toilets and assume all responsibility for payment and proper placement of the toilets. Toilets must be placed in the parking lot areas only, NOT on the grounds. The company providing the portable toilet service must mail or fax to the District, at least one week in advance of the event, confirmation that portable toilet facilities have been ordered, pre-paid, and will be delivered. Toilets will be removed within twenty-four (24) hours of the end of the event. If the District does not receive confirmation for a pre-paid order for portable toilet facilities, this Permit shall be null and void.

2.3 **Refund of Deposit.** The Deposit will be refunded if and to the extent the Park Facility is left in a condition acceptable to the District. Unless required at an earlier time identified in the Permit, no later than 12:00 p.m. on the day after the event, the applicant is required to cause the Park Facility to be restored to the condition such Park Facility was in prior to the event. The District shall deduct any reasonable costs related to any damage to the Park Facility and/or the removal of any excess trash or debris remaining at the Park Facility and the surrounding area utilized for the event. To the extent the costs exceed the amount of the Deposit, the applicant shall be billed for the cost of the services. Violation of

will be removed within twenty-four (24) hours of the end of the event. If the District does not receive confirmation for a pre-paid order for portable toilet facilities, this Permit shall be null and void.

Upon execution of this Permit, if the Applicant is not a resident of the service area of the District, the Applicant shall remit a non-refundable application fee of One Hundred Dollars (\$100.00). Additionally, each Applicant shall remit a deposit of Two Hundred Fifty Dollars (\$250.00) which will be refunded if and to the extent the premises is left in a condition acceptable to District. The District shall deduct the cost of any repairs or cleanup required by the District as a result of the event from the deposit, and to the extent the amount exceeds the deposit, billed to the applicant based on cost of service.

VIOLATION OF ANY OF THE PERMIT CONDITIONS MAY RESULT IN IMMEDIATE REVOCATION AND/OR FORFEITURE OF USE PERMIT DEPOSIT. REPAIRS OR CLEANUP BEYOND NORMAL USE WILL BE BILLED TO APPLICANT BASED ON COST OF SERVICE.

I have read, understand, fully agree with and accept all responsibility for the terms and conditions of this permit.

Signature of Applicant: _____

Organization Represented: _____

Date: _____

FOR OFFICE USE ONLY:

Approved Disapproved Date: _____ By: _____
Fee: Cash Check # _____ Other _____ Total \$ _____
Deposit: Cash Check # _____ Other _____ Total \$ _____
Amplification Approved? Yes No

UNDERSIGNED SPECIFICALLY ACKNOWLEDGE THAT THE TERMS OF THIS RELEASE WILL APPLY THERETO IN EVERY RESPECT. THE UNDERSIGNED HAS ACKNOWLEDGED AND AGREED THAT IT WILL BEAR COMPLETE RESPONSIBILITY, IN ACCORDANCE WITH THE TERMS OF THIS RELEASE, FOR SUCH INJURIES OR DAMAGES TO ANY PERSON OR PROPERTY WHICH MAY RESULT AND WILL INDEMNIFY THE DISTRICT FOR ANY AND ALL LIABILITY INCURRED BY IT AS A RESULT OF THE SERVICE OR SUPPLICATION OF INTOXICATING BEVERAGES ON THE PARK GROUNDS, AS STATED ABOVE.

The Undersigned expressly agrees that this Waiver, Release, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and further that if any part hereof is held invalid, the remainder of this Agreement shall continue in legal force and effect.

THE UNDERSIGNED HAS READ, UNDERSTANDS, AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and further agrees that no oral representations, statements or inducements have been made.

UNDERSIGNED

Organization

By: _____

Applicant

Applicant's Address:

Dated: _____

Witness: _____