

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

8390 E. Crescent Pkwy, Suite 300
Greenwood Village, CO 80111
303-779-5710
www.roxboroughmetrodistrict.org

NOTICE OF SPECIAL BOARD MEETING AND AGENDA

DATE: June 1, 2022
TIME: 5:00 p.m.
LOCATION: Roxborough Community Park Gazebo
7671 N Rampart Range Rd
Littleton, CO 80125

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Mathew Hart	President	May, 2025
Ephram Glass	Vice President	May, 2023
Mark Rubic	Treasurer	May, 2025
Travis Jensen	Secretary	May, 2025
Calvin Brown	Assistant Secretary	May, 2023

- I. CALL TO ORDER**
- II. DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS/DISCLOSURE MATTERS**
- III. APPROVE AGENDA**
- IV. PUBLIC COMMENT and/or GUESTS**
(Note: Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Please sign in. Questions may be asked of the Board but will not be answered at this time. Please refer to the Code of Conduct for additional guidelines: <https://www.roxboroughmetrodistrict.org/2022-meetings> and attached hereto.)
- V. NEW MEMBER ORIENTATION (Katie James)**
- VI. DISCUSS RULES FOR LEAGUE USE OF COMMUNITY SPORTS FIELDS**
- VII. DISCUSS IMPROVING EFFICIENCY OF DISTRICT OPERATIONS**
- VIII. OTHER BUSINESS**
- IX. ADJOURNMENT**

Roxborough Village Metropolitan District
8390 E. Crescent Pkwy., Suite 500
Greenwood Village, CO 80111-2814
303-779-4525
303-773-2050 (fax)

2022
Application and Revocable Park Use Permit for Sport Fields for Adult
Sport Team/League Use, and
Sport Fields Release Waiver and Indemnification

Please complete the entire form and submit to Roxborough Village Metropolitan District, Attention: Natalie Herschberg, 8390 E. Crescent Pkwy., Suite 300, Greenwood Village, Colorado 80111 or via email at Natalie.Herschberg@CLAconnect.com

Teams/Leagues comprised of players not less than half of which are residents of Roxborough Village Metropolitan District (“District”) will receive priority for reserving sport fields. At least one team/league coach must be a resident of the District, who is not less than 21 years of age. A resident coach must be present at all reserved times.

_____ Number of Resident Players
_____ Number of Non-Resident Players

Name of Organization: _____

Address of Organization: _____

Name of Park (circle): Community Park Chatfield Farms

Dates of Use: From _____ to _____

Days of Use: Sun. Mon. Tues. Wed. Thurs. Fri. Sat. (Circle all that apply)

Times of Use: _____ a.m./p.m. to _____ a.m./p.m.

Resident Coach’s Name: _____

Address: _____

Phone: Office _____ Home _____

E-mail Address: _____

Additional Coach’s Name: _____

Address: _____

Phone: Office _____ Home _____

E-mail Address: _____

Age Group: _____ Male Female Sport: _____

POLICY

Teams/Leagues may reserve field use times from 4:00 p.m. until 8:30 p.m. on Monday through Friday and 9:00 a.m. until 6:00 p.m. on Saturday and Sunday. For resident teams/leagues there is a \$35.00 per day fee for field use on weekdays and \$70 per day for weekend use. For teams/leagues that do not meet this resident threshold the fee shall be \$50.00 per day for field use for weekdays and a \$100.00 per day for field use for weekend use. A refundable damage deposit will be collected and held in the amount of \$300.00 for resident teams/leagues and \$500 for non-resident teams/leagues. Once the fee and refundable damage deposit are made, the eligible team will receive the key to the sport's box.

Revocable Park Use Permits for Sport Fields for Adult Sport Team/League Use ("Use Permit") will be issued seasonally on a first come first serve basis starting February 15th of each year. The following must be submitted in order to be considered for a Use Permit:

- 1) A completed Application for Revocable Park Use Permit for Sport Fields for Adult Sport Team/League Use;
- 2) A formal roster of all team players with their addresses;
- 3) A Sport Fields Release Waiver and Indemnification signed by each player;
- 4) A Sport Fields Release Waiver and Indemnification signed by each coach;
- 5) A Sport Fields Release Waiver and Indemnification signed on behalf of the sponsoring organization.

The applicable fees are due in full no less than seven (7) days prior to the first requested reservation date. The fees are charged per season. There is one season each year for baseball and football. There are two seasons each year for softball (Spring/Summer) and soccer (Spring/Fall). The fees are payable to Roxborough Village Metropolitan District.

No refunds will be issued for days in which the field was not used.

PERMIT CONDITIONS

The Permit holder agrees to comply with the District's (to be attached hereto) **RESOLUTION ADOPTING RULES AND REGULATIONS FOR ROXBOROUGH VILLAGE METROPOLITAN DISTRICT PARKS AND OPEN SPACE PURSUANT TO SECTION 18-9-117 AND SECTION 32-1-1001, C.R.S.**

In addition, the following conditions shall also apply:

- i. Disorderly conduct and / or abusive language are prohibited and shall be cause for revocation of the Use Permit.
- ii. A copy of Use Permit must be in the possession of the resident coach and shown to District personnel upon request.
- iii. District parks and facilities are patrolled by local law enforcement agencies. Use of the facilities is subject to all applicable state and local laws and regulations.
- iv. District Manager, upon request by a Team/League applicant and with the payment of the additional \$200 refundable damage deposit, shall authorized the possession and consumption, but not the sale, of fermented malt beverage or malt liquor (beer) and vinous liquor (wine or champagne) alcoholic beverages by individuals that are a member or associated with the Team/Leagues permit holder. Possession and consumption of such beverages must be in compliance with State and Local Laws including, but not limited to, prohibition against consumption by persons under the age of 21 and as otherwise prohibited. Team/League permit holder shall be responsible for securing all required licenses and permits by all state and local liquor licensing authorities. In addition to the above restrictions, the following restrictions shall also apply:
 - a. Kegs and glass containers are prohibited.
 - b. Any permitted Alcohol Beverages may not be possessed or consumed on any playing field or surface.
 - c. Any permitted Alcohol Beverages must be consumed within the immediate vicinity of the boundary of the playing field or surface and not other areas of the park or open space.
 - d. All used beverage containers and waste must be disposed of properly in the available refuse containers, however, if such containers are not available or full, the permit holder shall be responsible for removing such containers and waste from the park or open space and disposing of properly.
- v. This Use Permit is non-assignable.

VIOLATION OF ANY OF THE USE PERMIT CONDITIONS MAY RESULT IN IMMEDIATE REVOCATION OF THE USE PERMIT AND PERMIT HOLDER SHALL NOT BE ENTITLED TO A REFUND.

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

Signature of
Applicant _____

(Name of Organization)

Date _____

**Roxborough Village Metropolitan District
Revocable Park Use Permit for Sport Fields for
Adult Sport Team/League Use**

(To be completed by District office personnel)

Name of Organization: _____

Address of Organization: _____

Name of Park / Location: _____

Days and dates of Use: S M T W T H F S From _____ to _____

Days of Use: Sun. Mon. Tues. Wed. Thurs. Fri. Sat. (Circle all that apply)

Times of Use: From _____ to _____

Approved Disapproved Date _____

Fee: Resident (\$35 weekday/ \$70 weekend - \$300 refundable damage deposit)
 Non-Resident (\$50 weekday/ \$100 weekend - \$500 refundable damage deposit)
 Additional \$200 refundable damage deposit for alcoholic beverage permission

Cash Check # _____ Other _____ Total \$ _____

Special Conditions:

Signature

Title

Date

SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION
(INDIVIDUAL)

By my signature below, I represent that I am an adult signing on my own behalf and who wishes to participate in sports activities on sport fields operated by Roxborough Village Metropolitan District, Douglas County, Colorado (the "District").

I recognize the possibility of physical injury associated with use of sports fields operated by the District and/or from participation in athletic activities including but not limited to soccer, football, baseball, and softball. I agree I will abide by the Rules and Regulations of the District, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

I RELEASE, INDEMNIFY AND HOLD HARMLESS the Roxborough Village Metropolitan District, its directors, employees, agents and subcontractors, from and against any and all claims, actions, causes of action, liabilities and suits resulting from my use of District property and/or participation in athletic activities on the District property.

I have read the Release Waiver and Indemnification and fully understand its content. I acknowledge the receipt of a copy of the District Rules and Regulations.

Signature _____ Name _____

Signature _____ Name _____

Signature _____ Name _____

Signature _____ Name _____

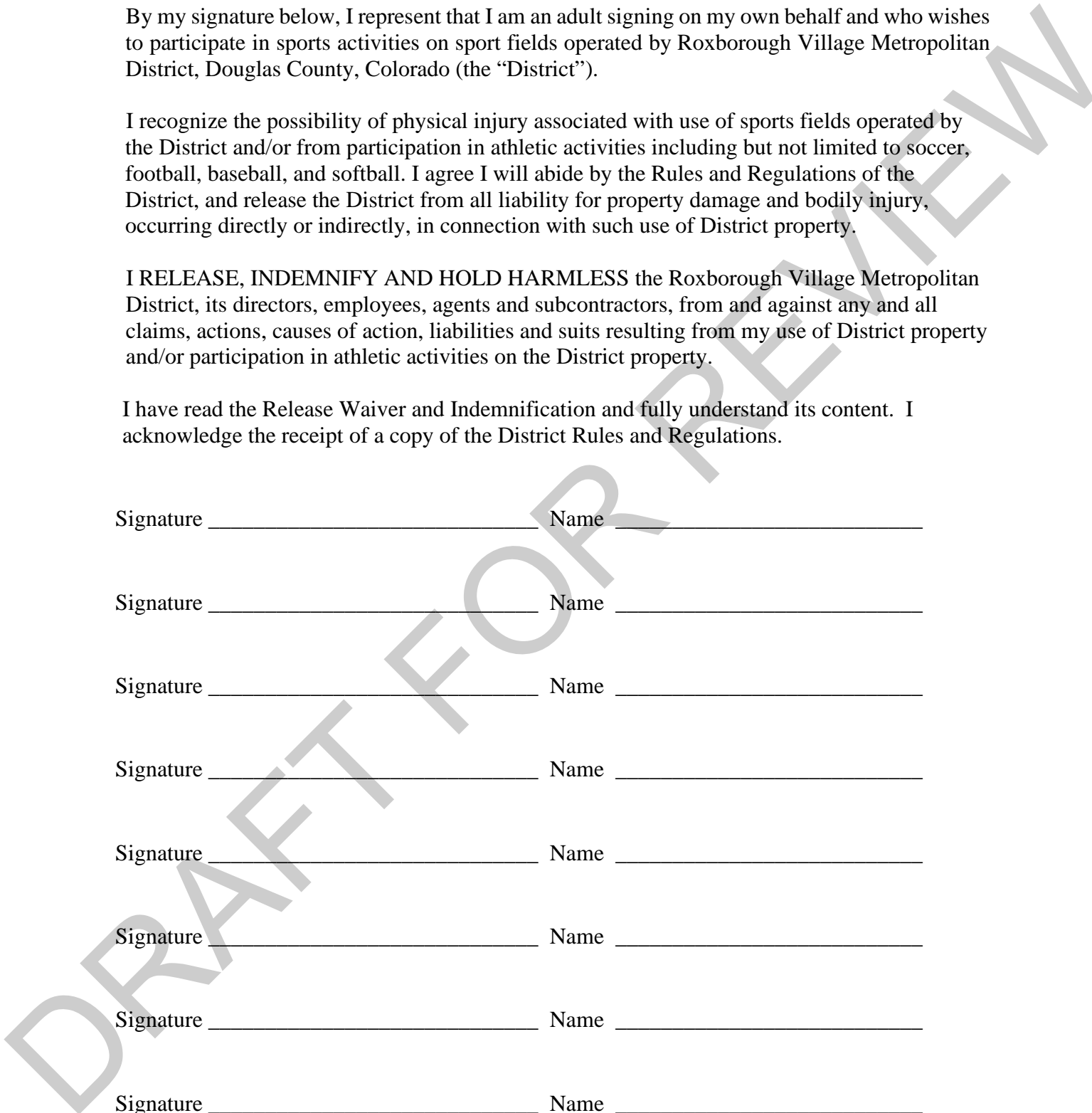
Signature _____ Name _____

Signature _____ Name _____

Signature _____ Name _____

Signature _____ Name _____

Signature _____ Name _____



Signature _____ Name _____

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Signature _____ Name _____

Signature _____ Name _____

Signature _____ Name _____

Signature _____ Name _____

Signature _____ Name _____

DRAFT FOR REVIEW

SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION
(COACH)

I, _____, wish to participate in sports activities on sport fields operated by Roxborough Village Metropolitan District, Douglas County, Colorado.

I recognize the possibility of physical injury associated with use of sports fields operated by the District and/or from participation in athletic activities, including but not limited to, soccer, football, baseball, and softball. I will abide by the Rules and Regulations of the District, and the Permit Conditions, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

I RELEASE, INDEMNIFY AND HOLD HARMLESS the Roxborough Village Metropolitan District its directors, employees, agents, and subcontractors, from and against any and all claims, actions, causes of action, liabilities, and suits as a result of my participation in athletic activities and use of the District property.

I have read this Release Waiver and Indemnification and fully understand its content. I acknowledge the receipt of a copy of the District Rules and Regulations.

UNDERSIGNED

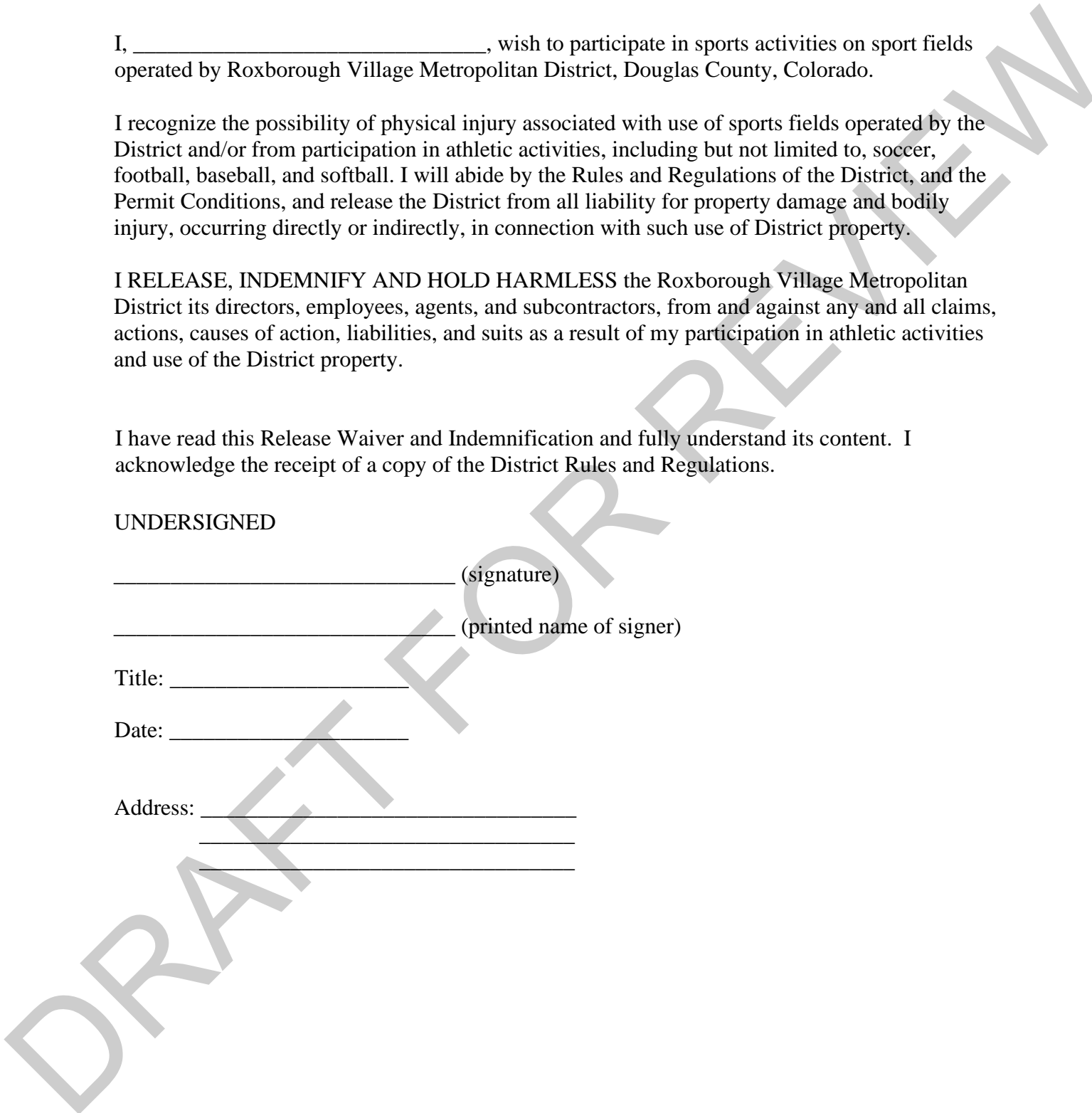
_____ (signature)

_____ (printed name of signer)

Title: _____

Date: _____

Address: _____



SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION
(ORGANIZATION)

I, _____, am authorized to sign this Release Waiver and Indemnification on behalf of _____ (name of organization) (“Organization”). The Organization accepts responsibility for all liability associated with the Organization’s use of the sport fields operated by the District, including, but not limited to any damage to District property, and bodily injury, occurring directly or indirectly, in connection with such use of District property.

The Organization releases the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property. The Organization RELEASES, INDEMNIFIES AND HOLDS HARMLESS the Roxborough Village Metropolitan District its directors, employees, agents and subcontractors, from and against any and all claims, actions, causes of action, liabilities and suits as a result of the Organization’s use of the District property.

UNDERSIGNED

_____ (Name of Organization)

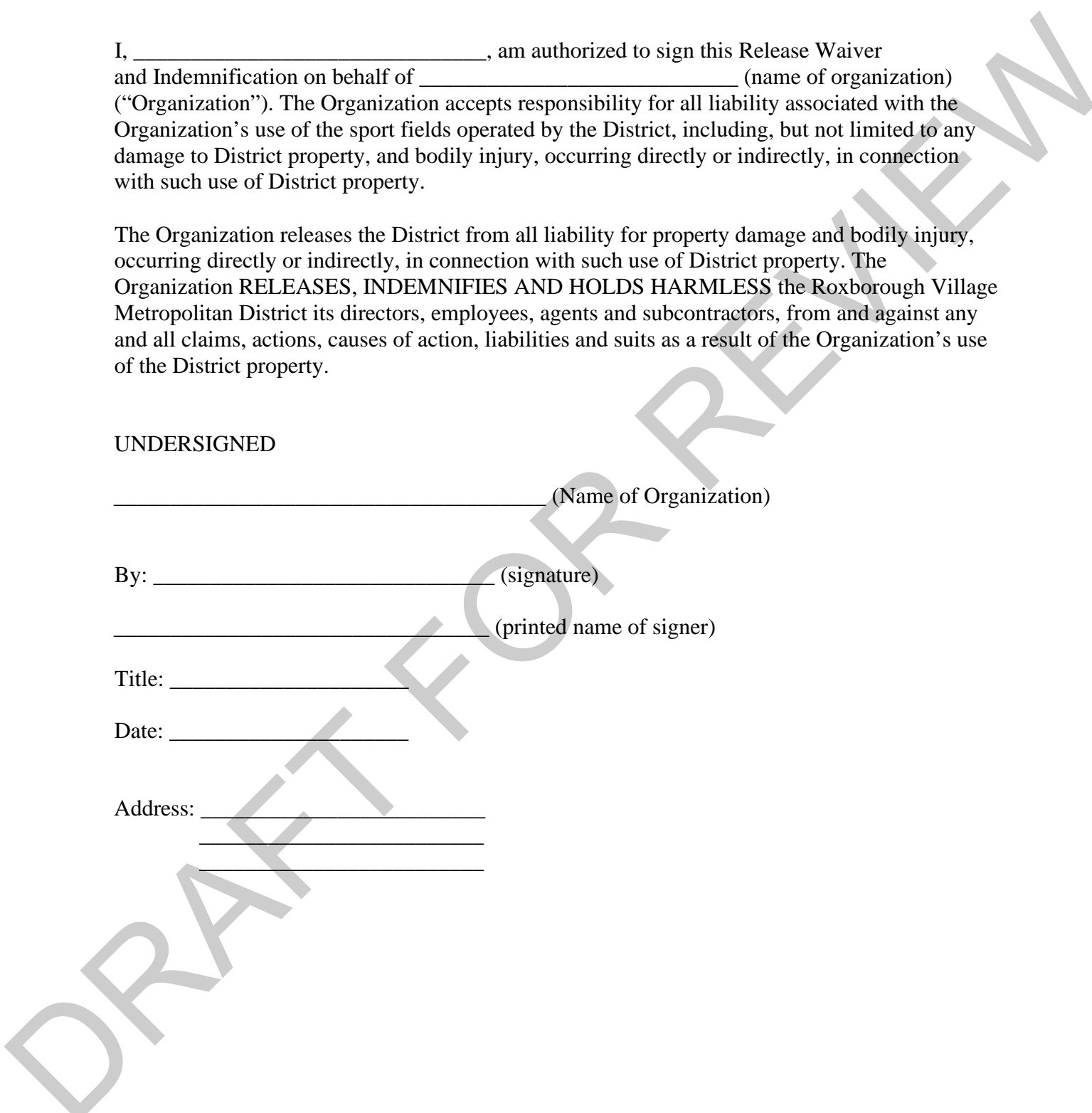
By: _____ (signature)

_____ (printed name of signer)

Title: _____

Date: _____

Address: _____



Roxborough Village Metropolitan District 8390 E.
 Crescent Pkwy., Suite 500 Greenwood
 Village, CO 80111-2814
 303-779-4525
 303-773-2050 (fax)

2022

Application and Revocable Park Use Permit for Sport Fields for Youth Sport
 Team/League Use, and
 Sport Fields Release Waiver and Indemnification

Please complete the entire form and submit to Roxborough Village Metropolitan District, Attention: Natalie Herschberg, 8390 E. Crescent Pkwy., Suite 300, Greenwood Village, Colorado 80111 or via email at Natalie.Herschberg@CLAconnect.com

Teams/Leagues comprised of players not less than half of which are residents of or attending schools within Roxborough Village Metropolitan District ("District") will receive priority for reserving sport fields. At least one team/league coach must be a resident of the District, who is not less than 21 years of age. A resident coach must be present at all reserved times.

_____ Number of Resident Players
 _____ Number of Non-Resident Players

Name of Organization: _____

Address of Organization: _____

Name of Park: Community Park Chatfield Farms

Dates of Use: From _____ to _____

Days of Use: Sun. Mon. Tues. Wed. Thurs. Fri. Sat. (Circle all that apply)

Times of Use: _____ a.m./p.m. to _____ a.m./p.m.

Resident Coach's Name: _____

Address: _____

Phone: Office _____ Home _____

E-mail Address: _____

Additional Coach's Name: _____

Address: _____

Phone: Office _____ Home _____

E-mail Address: _____

Age Group: _____ Male Female Sport: _____

POLICY

Teams/Leagues may reserve use times from 3:30 p.m. until dusk Monday through Saturday. No uses are permitted on Sunday. There is a \$25.00 per day fee for field use for weekdays and a \$50.00 per day fee for field use for weekend use for teams/leagues comprised of players not less than half of which are residents of or attending schools within the District. For teams/leagues that do not meet this resident threshold the fee shall be \$50.00 per day for field use for weekdays and a \$100.00 per day for field use for weekend use. A refundable damage deposit will be collected and held in the amount of \$300.00 for resident teams/leagues and \$500 for non-resident teams/leagues. Once the fee and refundable damage deposit are made, the eligible team/league will receive the key to the sport's box.

Revocable Park Use Permits for Sport Fields for Youth Sport Team/League Use ("Use Permit") will be issued seasonally on a first come first serve basis starting February 15th of each year. The following must be submitted in order to be considered for a Use Permit:

- 1) A completed Application for Revocable Park Use Permit for Sport Fields for Youth Sport Team/League Use;
- 2) A formal roster of all team players with their addresses or addresses of schools they attend within the District;
- 3) A Sport Fields Release Waiver and Indemnification signed by a parent or guardian for each player;
- 4) A Sport Fields Release Waiver and Indemnification signed by each coach;
- 5) A Sport Fields Release Waiver and Indemnification signed on behalf of the sponsoring organization.

The applicable fees are due in full no less than seven (7) days prior to the first requested reservation date. The fees are charged per season. There is one season each year for baseball and football. There are two seasons each year for softball (Spring/Summer) and soccer (Spring/Fall). The fees are payable to Roxborough Village Metropolitan District. No refunds will be issued for days in which the field was not used.

PERMIT CONDITIONS

The Permit holder agrees to comply with the District’s (to be attached hereto) **RESOLUTION ADOPTING RULES AND REGULATIONS FOR ROXBOROUGH VILLAGE METROPOLITAN DISTRICT PARKS AND OPEN SPACE PURSUANT TO SECTION 18-9-117 AND SECTION 32-1-1001, C.R.S.**

In addition, the following conditions shall also apply:

- i. Disorderly conduct and / or abusive language are prohibited and shall be cause for revocation of the Use Permit.
- ii. A copy of Use Permit must be in the possession of the resident coach and shown to District personnel upon request.
- iii. District parks and facilities are patrolled by local law enforcement agencies. Use of the facilities is subject to all applicable state and local laws and regulations.
- iv. This Use Permit is non-assignable.

VIOLATION OF ANY OF THE USE PERMIT CONDITIONS MAY RESULT IN IMMEDIATE REVOCATION OF THE USE PERMIT AND PERMIT HOLDER SHALL NOT BE ENTITLED TO A REFUND.

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

Signature of Applicant _____
 _____ (Name of Organization)

Date _____

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

Signature of Applicant _____
 _____ (Name of Organization)

Date _____

Roxborough Village Metropolitan District
Revocable Park Use Permit for Sport Fields
for Youth Sport Team/League Use
(To be completed by District office personnel)

Name of Organization: _____

Address of Organization: _____

Name of Park / Location: _____

Dates of Use: From _____ to _____

Days of Use: Sun. Mon. Tues. Wed. Thurs. Fri. Sat. (Circle all that apply)

Times of Use: From _____ to _____

Approved Disapproved Date _____

Fee:

Resident Team/League (\$25 weekday/ \$50 weekend - \$300 refundable damage deposit)

Non-Resident Team/League (\$25 weekday/ \$50 weekend - \$300 refundable damage deposit)

Cash Check # Other Total \$ _____

Special Conditions: _____

Signature

Title

Date

SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION
(PARENT/LEGAL GUARDIAN)

I, _____, am an adult signing on my own behalf and on behalf of my minor child/minor child _____ for whom I am the parent and/or legal guardian named who wishes to participate in sports activities on sport fields operated by Roxborough Village Metropolitan District, Douglas County, Colorado (the "District").

I recognize the possibility of physical injury associated with use of sports fields operated by the District and/or from participation in athletic activities including but not limited to soccer, football, baseball, and softball. I agree that my minor child, and I will abide by the Rules and Regulations of the District, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

I RELEASE, INDEMNIFY AND HOLD HARMLESS the Roxborough Village Metropolitan District, its directors, employees, agents and subcontractors, from and against any and all claims, actions, causes of action, liabilities and suits resulting from my child's use of District property and/or participation in athletic activities on the District property.

I have read the Release Waiver and Indemnification and fully understand its content.

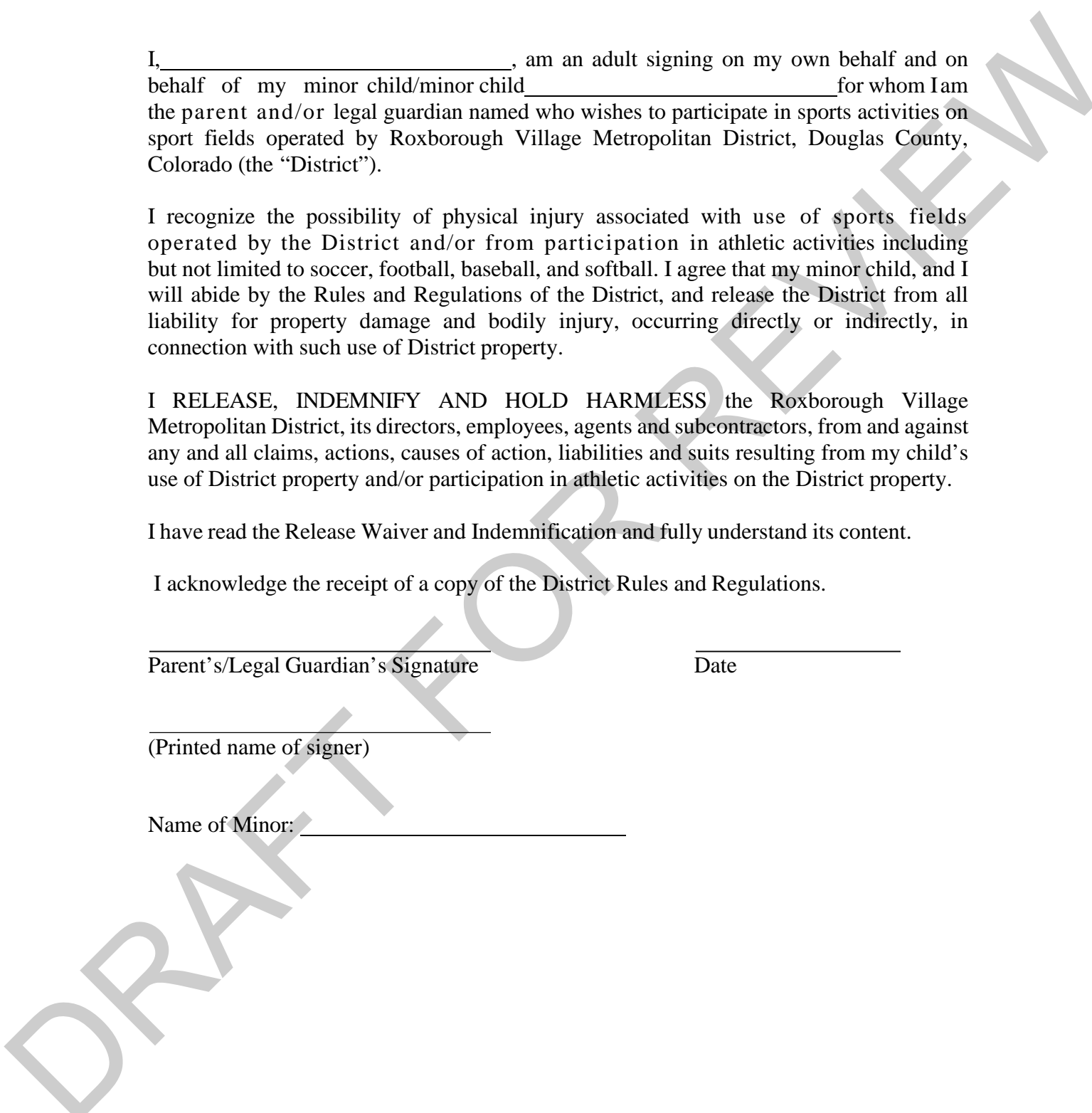
I acknowledge the receipt of a copy of the District Rules and Regulations.

Parent's/Legal Guardian's Signature

Date

(Printed name of signer)

Name of Minor: _____



SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION
(COACH)

I, _____, wish to participate in sports activities on sport fields operated by Roxborough Village Metropolitan District, Douglas County, Colorado.

I recognize the possibility of physical injury associated with athletic activities including but not limited to soccer, football, baseball, and softball. I will abide by the Rules and Regulations of the District, and the Permit Conditions and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

I RELEASE, INDEMNIFY AND HOLD HARMLESS the Roxborough Village Metropolitan District its directors, employees, agents and subcontractors, from and against any and all claims, actions, causes of action, liabilities and suits as a result of my participation in athletic activities and use of the District property.

I have read this Release Waiver and Indemnification and fully understand its content.

UNDERSIGNED

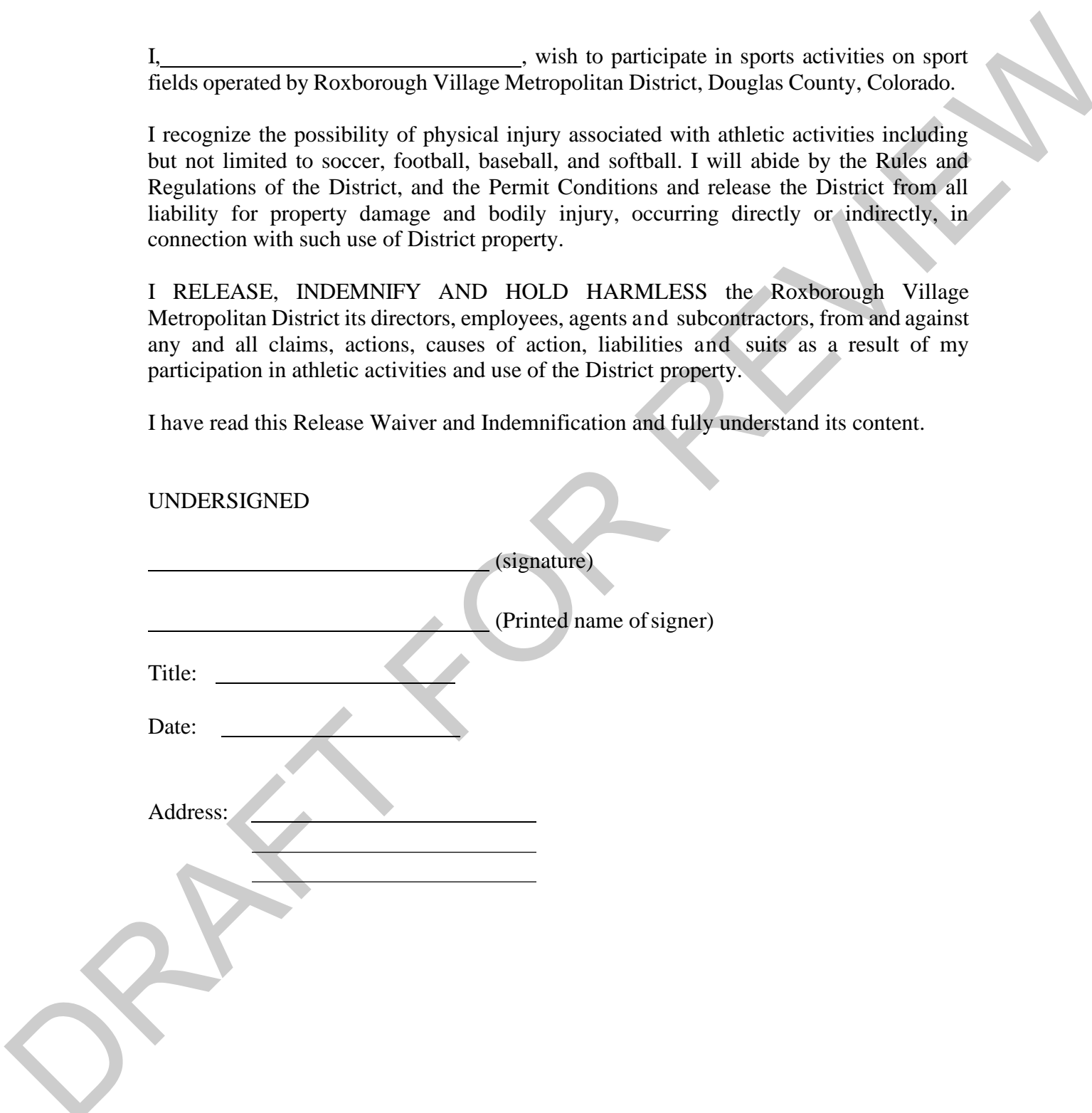
_____ (signature)

_____ (Printed name of signer)

Title: _____

Date: _____

Address: _____



SPORT FIELDS RELEASE WAIVER AND INDEMNIFICATION
(ORGANIZATION)

I, _____, am authorized to sign this Release Waiver and Indemnification on behalf of _____ (name of organization) (“Organization”). The Organization accepts responsibility for all liability associated with the Organization’s use of the sport fields operated by the District, including, but not limited to any damage to District property and bodily injury, occurring directly or indirectly, in connection with such use of District property.

The Organization releases the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property. The Organization RELEASES, INDEMNIFIES AND HOLDS HARMLESS the Roxborough Village Metropolitan District its directors, employees, agents and subcontractors, from and against any and all claims, actions, causes of action, liabilities and suits as a result of the Organization’s and use of the District property.

UNDERSIGNED

_____ (Name of Organization)

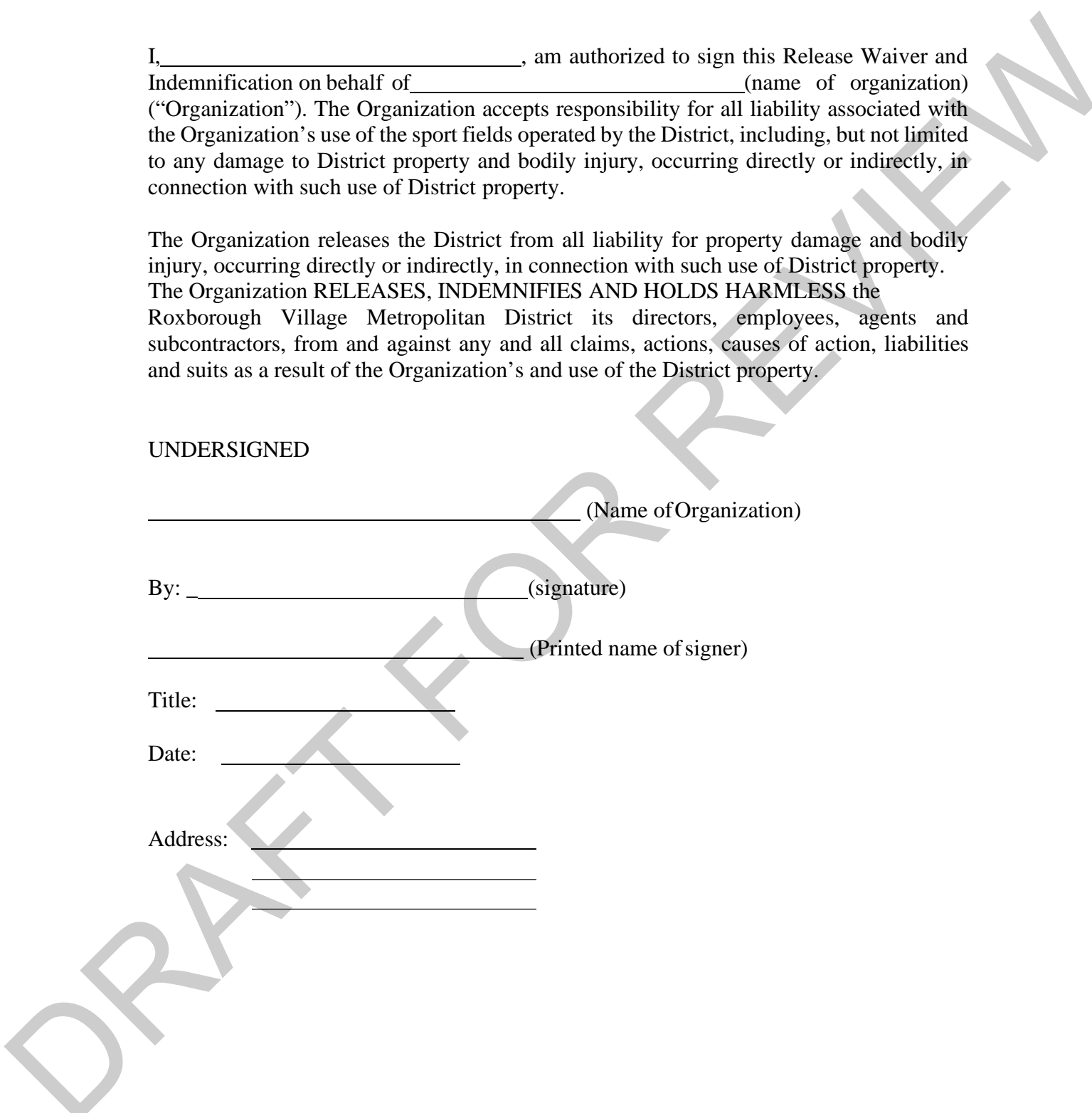
By: _____ (signature)

_____ (Printed name of signer)

Title: _____

Date: _____

Address: _____



**RESOLUTION
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO**

**A RESOLUTION ADOPTING RULES AND REGULATIONS FOR
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT PARKS AND OPEN
SPACE PURSUANT TO SECTION 18-9-117 AND SECTION 32-1-1001, C.R.S.**

WHEREAS, the Board of Directors (the "Board") of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("District"), has determined that it is in the best interest of the residents of the District 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.

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.

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.

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. 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.

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.

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.

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.

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 Roxborough Village Metropolitan District, Douglas County, Colorado that:

Section 1: The following 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. Temporary canopies or shade devices shall be permitted provided that they are secured, not left unattended, and do not interfere with others' use and enjoyment of park or open space facilities or amenities.
- 1.4 To have any glass container within any Parks or Open Space, 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.
- 1.5 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.
- 1.6 To feed, hunt, trap, catch, molest, take, harass, harm or kill any wild animal, bird, reptile or amphibian or to disturb their habitat within any Parks or Open Space.

- 1.7 To plant any tree, shrub, plant or other vegetation without written approval of the District Manager or verbal or written approval or direction from the District Board.
- 1.8 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 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.
 - 1.8.1 To have vicious dogs, as the term is defined in Douglas County Resolution No. R- 998-100 (Control and Licensing of Dogs and Pet Animals), as authorized pursuant to Section 30-15-101(1)(a)(III), C.R.S., within any Parks or Open Space.
 - 1.8.2 To leave any domestic pet unattended within any Parks or Open Space.
 - 1.8.3 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.
- 1.9 To relocate or release animals, fish, birds or insects onto any Parks or Open Space without written approval of the District Manager
- 1.10 To possess, use, cock, aim, or discharge any firearm, including but not limited to B-B guns, pellet guns, paint ball guns, and air guns onto or within any Parks or Open Space.
- 1.11 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.
- 1.12 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.
- 1.13 To ignite any model rocket within any Parks or Open Space except for school or organized clubs provided they have received approval in writing from the District Manager and agree to comply with all District rules and regulations for parks and open spaces and with any additional conditions set forth within such approval and in accordance with current Federal Aviation Administration regulations and by following the safety guidelines of an organization such as the National Association of Rocketry. Model rocketry is prohibited during fire bans.
- 1.14 To launch or operate any Unmanned Aircraft System (UAS), including model airplanes and drones, except in accordance with current Federal Aviation Administration regulations and by following the safety guidelines of an organization such as the Academy of Model Aeronautics. Never fly over any person or moving vehicle, within 25 feet of any person, or over areas without a direct line of sight. Never operate UAS in a careless or reckless

manner, or in any way that may cause a nuisance to other persons; such operation may result in criminal or civil penalties. All UAS operations are prohibited during fire bans.

- 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 the hours of 6:00 a.m. and 10:00 p.m.
- 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 except for any such commercial vehicle that has a valid permit pursuant to the District Food Truck Application and Contract Application.
- 1.21 To enter, use, or occupy any Parks or Open Space between 10:00 p.m. and 6:00 a.m.
- 1.22 To swim, wade, or operate any boat or other flotation device in waters located within any Parks or Open Space except for authorized personnel maintaining such waters.
- 1.23 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.
- 1.24 To engage in disorderly conduct (as defined in Section 18-9-106 (1), C.R.S.) within any Parks or Open Space.
- 1.25 To carry, possess or consume alcoholic beverages within any Parks or Open Space, without written approval of the District Manager along with a \$200.00 refundable damage deposit that will be in addition to any other fee or refundable damage deposit requirement, and unless the applicant has or will secured all required licenses and permits by all state and local liquor licensing authorities.
(Under review to be revised to permit such use)
- 1.26 To walk, run, jog, hike, or bicycle within any Parks or Open Space except on a designated trail for such use. Maximum trail speed for bicyclists is 15 mph.
- 1.27 To amplify sound by any means within any Parks or Open Space, without written approval of the District Manager.

- 1.28 To build, or place any kind of structure, fence, tree house, rope or other swing within any Parks or Open Space. Temporary canopies or shade devices shall be permitted for daily use provided that they are secured, not left unattended and do not interfere with others' use and enjoyment of park or open space facilities or amenities.
- 1.29 To interfere or attempt to interfere with any authorized law enforcement, County or District personnel or to give false or misleading information with the intent to mislead said persons in the performance of their duties.
- 1.30 To fish without a valid permit, issued annually through by the District Manager.
- 1.31 To have or engage in any commercial concession enterprise or operation, nor charge or request a donation within any District Park or Open Space except as provided for in the District Food Truck Application and Contract Application. This provision does not prohibit any club, non-profit or charitable organization, or activity that has received a permit for the use of any park or open space from engaging in any such activity for not-for-profit provided such permit expressly permits such limited activity and the permit holder agrees to adhere to all District rules and regulations of park and open spaces and state of local laws governing such activity.

Section 2: The Board hereby approves that the Parks and Open Space Rules described on Exhibit A attached hereto, be posted at all public entrances to the District's Parks and Open Space.

Section 3: The Board hereby authorizes the District Manager to grant written variances for good cause shown to any one or more of these Parks and Open Space Rules and Regulations.

Section 4: Violators of any of the above Parks and Open Space Rules and Regulations shall be subject to criminal and civil penalties.

Criminal Remedies: Pursuant to Section 18-9-117 (3)(a) and (b), C.R.S., when said rules and regulations have been prominently posted as required by Section 18-9-117 (2), C.R.S., any violation of the Parks and Open Space Rules and Regulations is unlawful and violators shall be subject to criminal penalties enforceable by the Douglas County Sheriff's Office or authorized county enforcement personnel who have been designated pursuant to Section 29-7-101 (3)(a), C.R.S.

Civil Remedies: A violation of any Parks or Open Space Rules and Regulations that have been prominently posted, is subject to any and all civil remedies available to the District under Title 32, C.R.S. or other applicable laws, including the imposition of fines, penalties, charges, costs and attorney fees incurred by the District with respect to any damages or other losses sustained by the District because of the violation of any of the Parks and Open Space Rules and Regulations. Such fines, penalties, charges, costs and attorney's fees shall be assessed against the owners of any real property located within the District, on which a violator of the Parks and Open Space Rules and Regulations resides on a permanent or temporary basis.

The District may collect such fines, penalties, charges, costs and attorneys' fees it incurs by any means authorized by law. Until paid, such fines, penalties, charges, costs and attorneys' fees shall constitute a perpetual lien on and against such real property which lien may be foreclosed in any manner as authorized by the laws of the State of Colorado.

APPROVED AND ADOPTED this th day of , 2022, by a vote of for and against.

ROXBOROUGH
VILLAGE
METROPOLITAN
DISTRICT,
a quasi-municipal corporation and
political subdivision of the State of
Colorado

By: _____
Mathew Hart, President

ATTEST:

By: ____
Travis Jensen, Secretary

DRAFT FOR REVIEW

EXHIBIT A
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
PARKS AND OPEN SPACE RULES

- Parks and Open Space are open 6:00 a.m. to 10:00 p.m.
- Only domestic pets (dogs and cats) are permitted, which must be leashed, and their waste picked up and properly disposed of
- Shelter/field use is subject to prior reservation
- Alcohol beverages allowed only upon written approval of District Manager (REVIEW)
- Walking, jogging, running, hiking and biking on designated trails only
- Maximum trail speed for bicyclists is 15 mph
- Vehicles, trailers or campers may be parked only at designated parking lots between 6:00 a.m. and 10:00 p.m.
- Fishing only with a valid permit issued annually by the District Manager

PROHIBITED

- Unauthorized motorized vehicles
- Overnight parking of vehicles, trailers or campers between 10:00 p.m. and 6:00 a.m.
- Semi or commercial trucks within any Parks or Open Space or parking lots at any time except permitted Food Trucks
- Camping
- Littering/dumping/any glass containers
- Fires
- Fireworks
- Firearms and archery
- Model rockets and airplanes, except in accordance with FAA regulations and safety guidelines of the AMA/NRA or as provided for in rules and regulations
- Amplified sound
- Hitting golf balls
- Construction of any kind of road, trail, sign, tree house, rope or other swing, fence, marker, or any other structure or improvement
- Planting trees, shrubs, plants or other vegetation
- Swimming, wading, or boating
- Disorderly conduct
- Misuse of public property
- Harassment of wildlife
- All animals except leashed domestic pets (dogs and cats)
- Relocating or releasing animals, fish or insects

To report violations or accidents call 911 and provide specific location

Full text of the Resolution Adopting Rules and Regulations can be obtained from the District Manager at (303) 779-4525.

Parks and Open Space Rules are enforced as authorized by Colorado Revised Statutes Sections 18-9-117, 29-7-101, and 32-1-1001.