

**TODD CREEK VILLAGE
PARK & RECREATION DISTRICT**

RULES AND REGULATIONS

ADOPTED NOVEMBER 1, 2011

**TODD CREEK VILLAGE PARK & RECREATION DISTRICT
RULES AND REGULATIONS**

The following Rules and Regulations have been prepared and adopted to carry out the business, objects and affairs of the Todd Creek Village Park & Recreation District and to provide for the construction, administration and operation of its property and facilities pursuant to §32-1-1001(1)(m), C.R.S. These Rules and Regulations shall be effective on the date of adoption.

The Board of Directors expressly reserves the right to make any lawful addition and/or revisions in these Rules and Regulations when and as they may become advisable to properly manage the District and to promote the peace, health, safety and welfare of the residents of the District. These Rules and Regulations are supplementary to, and are not to be construed as, any abridgement of any lawful rights of the Board as outlined in the Colorado Revised Statutes governing Special Districts.

Adopted the 1ST day of November, 2011

By: _____
President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

**TODD CREEK VILLAGE PARK & RECREATION DISTRICT
RULES AND REGULATIONS**

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SECTION 1 – GENERAL EXPLANATORY MATERIAL

1.1 Authority. The District is a governmental subdivision of the State of Colorado and a body corporate with those powers of a public or quasi-municipal corporation, that are specifically granted for carrying out the objectives and purposes of the District in §§32-1-1001 et seq., of the Colorado Revised Statutes.

1.2 Scope. These Rules and Regulations have been adopted and promulgated pursuant to and shall be treated and considered as new and comprehensive regulations, governing the operations and functions of the Todd Creek Village Park & Recreation District.

1.3 Policy. It is hereby declared that the Rules and Regulations hereinafter set forth will serve a public use and are necessary to ensure and protect the health, safety, prosperity, security, and general welfare of the inhabitants of the Todd Creek Village Park & Recreation District.

1.4 Purpose. The purpose of these Rules and Regulations is to provide for the orderly financing, control, construction, management, operation and maintenance of storm sewer, flood and drainage facilities, park and recreation facilities, traffic and safety control devices and all other lawful undertakings of the District including any future expansion of said facilities.

1.5 Intent of Construction. It is intended that these Rules and Regulations shall be liberally construed to effect the general purposes set forth herein, and that each and every part thereof is separate and distinct from all other parts. No omission or additional material set forth in these Rules and Regulations shall be construed as an alteration, waiver, or deviation from any grant of power, duty or responsibility, or limitation or restriction, imposed or conferred upon the Board of Directors by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between the District and any other governmental entity. Nothing contained herein shall be so construed as to prejudice or affect the right of the District to secure the full benefit and protection of any law which is now enacted or may subsequently be enacted by the Colorado General Assembly pertaining to the governmental or proprietary affairs of the District.

1.6 Amendment. It is specifically acknowledged that the District shall retain the power to amend these Rules and Regulations as it deems appropriate and such amendments shall be entered in the Minutes of the District and periodically incorporated in printed copies of these Rules and Regulations. Prior notice of these amendments shall not be required to be provided by the District exercising its amendment powers pursuant to this Section.

1.7 Definitions. Unless the context specifically indicates otherwise, the meaning of terms used herein shall be that normally given unless specifically defined below:

Actual Cost shall mean all direct costs applicable to the construction, repair, cleaning or replacement of a given facility, including surveys, preliminary and design engineering, construction, inspection, administrative and regulatory agency fees, bond fees, all required easements and/or rights-of-way, plan approval fees, "as-built" drawings, attorney's fees, and other costs necessary for completion.

Board and Board of Directors shall mean the duly elected governing body of the Todd Creek Village Park & Recreation District.

Customer shall mean any person, company, corporation or governmental authority or agency authorized to use the public facilities either as a resident of the District or under a permit issued or otherwise authorized by the District for resident or non-resident use.

Developer shall mean the person(s), firm, joint venture, partnership or corporation which is the owner or operator of land and which seeks to have the land served by the District.

District shall mean the Todd Creek Village Park & Recreation District or the Board of Directors of the District.

Facilities shall mean those facilities generally serving the District's service areas as a whole. Examples include but are not limited to: parks, tennis courts, golf courses, recreation centers, shelter houses, open space areas, fences, playgrounds, trails, storm sewer and water detention systems, detention ponds, general safety and traffic systems and landscape and irrigation systems.

Inspector shall mean the District manager, superintendent, engineer, agent, officers, employees of the District, board member or other person so designated by the Board to perform inspections pursuant to these Rules and Regulations.

Manager shall mean the Manager of the District, or if absent, a person duly authorized by the Board to represent the interests of the District.

Owner shall mean the record title holder or lessee with planning or executory powers for an individual parcel.

Permit shall mean written permission of the Board of Directors authorizing applicant a license to use District land or facilities or to receive any other service provided by the District.

Person shall mean any individual, firm, company, association, society, corporation, public entity or group.

Rules and Regulations the Rules and Regulations of the District including all Appendices and Exhibits incorporated therein.

Service Plan shall mean the Service Plan of the District, as approved by Adams County, and as amended from time to time in accordance with Colorado law.

Shall is mandatory; may is permissive.

SECTION 2 – OWNERSHIP AND OPERATION OF FACILITIES

2.1 Responsibilities of the District. It is the District's responsibility to plan, finance, design, maintain, operate and construct all designated Facilities. The District will only construct such facilities or portions thereof when the Board has made a determination that such construction is economically feasible through presently available income, sale of bonds or imposition of District Fees. Such determination may require Owner/Developers to prepay or guarantee future payment of District Fees or other special arrangements as the Board may determine necessary to construct or expand required facilities.

It is the Owner/Developer's responsibility to finance, design, and construct, replace and/or repair all Facilities as defined herein that may be required or affected as a result of the Owner/Developer's activities. Such Facilities shall be constructed in accordance with plans and specifications approved by the District, and Adams County, and in accordance with minimum standards adopted by these entities. The Owner/Developer shall pay the Actual Cost of all such facilities.

After satisfactory (as determined by the District) construction, repair or replacement of Facilities and acceptance by the District, the District shall be responsible for the maintenance, operation, and replacement of all Facilities (except as provided during the warranty period) for Facilities that the District accepts upon independent inspection and evaluation. The District shall not be obligated to accept any Facilities. The District shall not be responsible for interruption of availability or inadequacy of facilities brought about by circumstances beyond its control.

2.2 Limitation of District Liability. It is expressly stipulated that no claim for damage shall be made against the District by reason of the following: Blockage or interruption of storm sewer systems causing backup or flooding; Damage to or removal of traffic or safety systems causing injury or accident; Death or injury due to the condition or design of Facilities, including playgrounds and other equipment; Death or injury caused by entry into any District land, Facility, detention pond or any other District property; voluntary entry and usage of any District Facility, park or recreation program; or for doing anything to the Facilities of the District deemed necessary or appropriate by the Board of Directors. The District shall have no responsibility for notification to Owners or Customers of any of the foregoing conditions. The District reserves the right to temporarily discontinue usage of, or service by any District facilities at any time and for any reason deemed necessary or appropriate by the Board of Directors. The District shall have the right to revoke service or access to the Facilities to any Owner or Customer for violations of these Rules and Regulations in accordance with the procedures set forth in these Rules and Regulations. Nothing in these Rules and Regulations shall be construed as limiting the applicability of the Colorado Governmental Immunity Act to the District.

2.3 Ownership of Facilities. All existing and future District Facilities and any appurtenances thereto shall become and are the property of the District, regardless of whether such Facilities are constructed, financed, paid for, or otherwise acquired by the District, or by other Persons, unless any written contract with an Owner or Customer provides otherwise.

2.4 Right of Entry. The District's Manager, Inspector, agent, officers, employees, or other Person(s) so designated by the District Board, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of inspection, observation,

measurement, sampling and testing in accordance with the provisions of these Rules and Regulations. The granting of Right of Entry by the Owner and occupant is a condition precedent and a condition subsequent to the provision of any services or Facilities by the District.

2.5 Modification, Waiver and Suspension of Rules. The Board or the District Manager acting on instructions of the Board shall have the sole authority to waive, suspend or modify these Rules and Regulations, and any such waiver, suspension or modification must be in writing, signed by the Board or the District Manager. Such waiver shall not be deemed an amendment of the Rules and Regulations. No waiver will be deemed or construed as a continuing waiver.

SECTION 3 - CONDITIONS FOR USE OF FACILITIES

3.1 Who May Use. The Facilities of the District are for the use and enjoyment of the Owners and Customers subject to the payment of all fees, rates, tolls, penalties, charges, and taxes assessed by the District.

3.2 Permit for Use. The District may require a permit or other means of access control for use of the Facilities. The District shall differentiate between Persons owning land and/or residing in the District and those who reside outside of the District when assessing fees and charges for use of the Facilities. It shall be a condition precedent to the use of any Facilities that the Person requesting such use provide satisfactory evidence whenever such evidence is requested by the District. Satisfactory evidence shall consist of a tax receipt or certification in lieu thereof, or State of Colorado picture identification listing the official residence of the holder. Out of District Customers shall be allowed access and use of the Facilities through special use contract or other arrangement approved by the Board.

3.3 Inclusions. A Person owning land outside the boundaries of the District, who desires service must include all of his land contiguous to the parcel for which service is requested within the boundaries of the District. A condition of inclusion is that the property owner dedicate all planned or constructed public Facilities to the District or make cash payment in lieu of such dedication in an amount equal to the Actual Costs of providing the required Facilities as determined by the Board. A formal written request for inclusion within the District shall be made to the District, accompanied by a non-refundable payment in an amount as determined by the District's Board for legal fees and the estimated costs of publication. Any additional costs or fees which may occur shall be assessed and paid prior to consideration of the inclusion of the property by the Board.

3.4 Usage by Out of District Persons. No service or use of District Facilities shall ever be allowed by Persons residing outside of the District, except pursuant to terms of a written agreement or Permit approved by the Board of Directors. Charges for furnishing service or allowing use of Facilities shall be at the discretion of the Board of Directors. No service or use of Facilities shall be provided unless the charge therefor equals at least the sum of the cost of service or use, and reasonable operation, maintenance and debt payment amounts as determined by the Board. In every case where the District provides services or use of Facilities to Persons or

property outside of the District boundaries, the District reserves the right to discontinue the service when, in the judgement of the Board of Directors, it is in the best interest of the District to do so. Any exception to this rule requires specific reference in a service contract, Facilities Permit or other agreement approved by the Board of Directors.

3.5 Application for or Denial of Use. Application for service or for use of Facilities must be filed with the District on forms provided by the District and accompanied by appropriate fees prior to any usage of the District's property or Facilities. Only upon authorized approval of the application and receipt therefor may use of District property or Facilities proceed.

The District reserves the exclusive right to deny application for use of District property or Facilities, when in the opinion of the Board or its authorized representative, granting of the application or Permit would create excessive seasonal or other demand on the property or Facilities. Denial may also be based upon an unresolved obligation between the District and the applicant, inadequate provision of information on the application or any other reason as determined by the District.

3.6 Cancellation of Application or Permit. The District reserves the right to revoke any prior approval of an application or Permit before or after service or use of Facilities has been provided, for any violation of these Rules and Regulations.

3.7 Unauthorized Use. No Owner, Developer, Customer or other Person shall be allowed to use the property or Facilities, or to move, alter, destroy or otherwise impact District property or Facilities without prior approval and Permits, payment of required fees and adequate supervision and inspection by the District or its designee. Upon discovery of any unauthorized use the applicable fees for such use and all Actual Costs for repair, replacement or assessment of other penalties or fees as set forth in these Rules and Regulations shall become immediately due and payable by the perpetrator. The unauthorized use fee shall be payable at twice the amount normally charged for such service or use of the Facilities or at a rate determined by the Board. The District shall personally serve or send written notice to, the unauthorized user stating the nature of the unauthorized use and the payment required therefor. The unauthorized user shall immediately pay the required amount. If the amount is not paid the District may pursue all remedies afforded under law. The District also reserves such rights of foreclosure as may be provided by law for the collection of unpaid fees and charges of the District.

3.8 Responsibilities of Facility Users and District Residents. All users of District Facilities, whether District residents or out of District Customers shall abide by these Rules and Regulations, the specific requirements of Appendix A to these Rules and Regulations and all other requirements as adopted by the Board of Directors. In general, facility users, Owners and Customers shall not cause or allow to be caused, damage, alteration or modification to any District Facilities without the prior written authorization of the District. All users shall pay fees, taxes, penalty fees and other charges as they become due and shall present all required permits or authorization for inspection by District representatives upon request.

3.9 Enforcement. If any action(s) by an Owner, Customer or other Person is in violation of these Rules and Regulations the District will initiate procedures to obtain compliance with these

Rules and Regulations. Any Owner, Customer or Person who intentionally or negligently violates any provisions of these Rules and Regulations or conditions set forth in Permits or authorizations from the District shall be liable civilly to the District and shall be subject to removal from District property and denial of further access to use thereof. The District may petition the District Court to impose, assess and recover penalties, fees, late charges and Actual Costs related to the infraction. Notice of violation(s) shall be mailed to the Owner, Customer or Person at the address of record. The notice shall state the date of the violation, the corrective action required and/or the penalty assessment for the infraction.

SECTION 4 – HEARING AND APPEAL PROCEDURES

4.1 Application. The hearing and appeal procedures established by this Section shall apply to all complaints concerning the interpretation, application, or enforcement of the Rules and Regulations of the District, as they now exist or may hereafter be amended. The hearing and appeal procedures established by this Section shall not apply to the following complaints:

- a. Complaints arising out of the interpretation of the terms of District contracts.
- b. Complaints which arise with regard to personnel matters, which complaints shall be governed exclusively by the District's personnel rules as the same may be amended from time to time.

4.2 Initial Complaint Resolution. Complaints concerning the interpretation, application, or enforcement of Rules and Regulations of the District must be presented in writing to the District or such representative as the Board may designate. Upon receipt of a complaint, the District or its representative, after full and complete review of the allegations contained in the complaint, shall take such action and/or make such determination as may be warranted and shall notify the complainant of the action or determination by mail within thirty (30) days after receipt of the complaint. Decisions of a District representative which impact the District financially will not be binding upon the District unless approved by the Board of Directors at a special or regular meeting of the Board.

4.3 Formal Hearing. In the event the decision of the District or its representative is deemed unsatisfactory to the complainant, a written request for formal hearing may be submitted to the District or such hearing officer as the District may appoint within fifteen (15) days from the date written notice of the decision was mailed. A deposit in an amount of Two Hundred Dollars (\$200.00) per application shall be made with the District to cover the costs of the hearing until the final decision following such hearing. The amount shall be refunded to the complainant if the District renders a final decision in favor of the complainant. If the decision is against the complainant, the complainant shall be responsible for all costs of the hearing including hearing officer fees, attorney fees and all other associated costs beyond the \$200.00 deposit.

Upon receipt of the request, if it be timely and if any and all other prerequisites prescribed by these Rules and Regulations have been met, the District or hearing officer shall

conduct a hearing at the District's convenience but in any event not later than thirty (30) days after the submission of the request, including deposit, for formal hearing. The formal hearing shall be conducted in accordance with and subject to all pertinent provisions of these Rules and Regulations. Decisions of the District representative which impact the District will not be binding unless approved by the Board of Directors at a special or regular meeting of the Board.

4.4 Conduct of Hearing. At the hearing, the District representative or hearing officer shall preside. The complainant and representatives of the District shall be permitted to appear in person, and the complainant may be represented by any person of his choice or by legal counsel.

The complainant or his representative and the District representatives shall have the right to present evidence and arguments; the right to confront and cross-examine any person; and the right to oppose any testimony or statement that may be relied upon in support of or in opposition to the matter complained of. The District representative or hearing officer may receive and consider any evidence which has probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs.

The District representative or hearing officer shall determine whether clear and convincing grounds exist to alter, amend, defer, or cancel the interpretation, application, and/or enforcement of the Rules and Regulations that are subject of the complaint. The decision shall be based upon evidence presented at the hearing. The burden of showing that the required grounds exist to alter, amend, defer, or cancel the action shall be upon the complainant.

4.5 Findings. Subsequent to the formal hearing, the District representative or hearing officer shall make written findings and an order disposing of the matter and shall mail a copy thereto to the complainant not later than fifteen (15) days after the date of the formal hearing.

4.6 Appeals to the Board. In the event the complainant disagrees with the findings and Order of the District representative at the formal hearing, the complainant may, within fifteen (15) days from the date of their mailing, file with the District a written request for an appeal thereof to the Board of Directors. The request for an appeal shall set forth with specificity the facts or exhibits presented at the formal hearing upon which the complainant relies and shall contain a brief statement of the complainant's reasons for the appeal. The District shall in response compile a written record of the appeal consisting of (1) a transcript of the recorded proceedings at the Formal Hearing, (2) all exhibits or other physical evidence offered and reviewed at the formal hearing, and (3) a copy of the written findings and Order. The Board shall consider the complainant's written request and the written record on appeal at the next regularly scheduled meeting held not earlier than ten (10) days after the filing of the complainant's request for appeal. Such consideration shall be limited exclusively to a review of the record on appeal and the complainant's written request for appeal. No further evidence shall be presented by any party to the appeal and there shall be no right to a hearing de novo before the Board of Directors.

4.7 Board's Findings. The Board of Directors shall make written findings and an Order concerning the disposition of the appeal presented to it and shall cause notice of the decision to be sent by certified mail to the complainant within thirty (30) days after the hearing. The Board

of Directors will not reverse the decision of the District representative or hearing officer unless it appears that such decision of the District representative was contrary to the manifest weight of the evidence made available at the formal hearing.

4.8 Notice. A complainant shall be given notice of any hearing before the District representative, the hearing officer, or before the Board of Directors, by certified mail at least seven (7) calendar days prior to the date of the hearing, unless complainant requests or agrees to a hearing in less time. When a complainant is represented by an attorney, notice of any action, finding, determination, decision, or order affecting the complainant shall also be served upon the attorney.

Appendix A

Regulations

A. General Rules

1. Facilities of the District are open for use from one-half hour before sunrise until one-half hour after sunset.
2. Vandalism, graffiti, removal, destruction or alteration of District property is strictly prohibited.
3. Emergency access easements, paths and rights-of-way are for the exclusive use of authorized governmental emergency vehicles and pedestrian/bicycle traffic only.
4. Violation of any of these rules may result in criminal prosecution or the imposition of a civil penalty, removal from the property/facility and denial of future use privileges.
5. No commercial concession or solicitation shall be operated or charged or donation solicited or requested on any District property. Programs, circulars, pamphlets, handbills, advertisements etc. shall not be sold, given away or posted without prior written approval from the District.
6. District parks and Facilities are routinely patrolled by local law enforcement agencies and all other applicable rules and regulations to include state statutes or county ordinances will be enforced.
7. No Person may consume alcoholic beverages or illegal drugs of any kind on District property at any time.
8. All athletic fields, courts or swimming facilities are subject to District authorized league scheduling and these groups have priority use of the facilities.

B. Park & Shelter Usage Rules

1. The District prohibits the following from District Parks, open space, landscape features and/or shelters:
 - a. Unauthorized motorized vehicles.
 - b. Practicing golf or having golf clubs in the park.
 - c. Littering or dumping of trash.
 - d. Horses on turf or near shelters.
 - e. Misuse/defacement of any park facilities or property.

- f. Weapons of any kind, including any projectile (lawn darts, etc.).
- g. Fireworks or open flames (including model rockets) of any kind.
- h. Tree houses, rope swings or other attachments to trees or facilities.
- i. Swimming, wading or boating in any detention pond or flooded area.
- j. Glass containers of any kind.
- k. Overnight camping and open fires.
- l. Signs, banners, or other displays without prior approval.
- m. Disorderly conduct and/or abusive language.
- n. Alcoholic beverages and/or illegal drugs or related paraphernalia

2. General Park/Shelter rules:

- a. All pets must be on a leash and under owner's direct control at all times.
- b. Pet owners are responsible for immediate removal of pet waste.
- c. No animals shall be tethered to any District Facility, trees or left unattended at any time.
- d. Parks/shelters are open from one-half hour before sunrise to one-half hour after sunset.
- e. Shelter/Field use is on a first come/first served basis, subject to prior reservations.
- f. Wildlife and/or its habitat shall not be disturbed in any manner.
- g. Fires/grilling allowed only in self contained grills at least 12" above the ground.
- h. Music of any type or source shall be kept to a level so as not to disturb other facility users or surrounding homeowners, any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the express written consent of the District.
- i. Park/shelter users are personally liable for the destruction of District property and for any damage to nearby homes caused by their activities in the Park/shelter.
- j. Shelter/Park reservations will be available upon approval of an application to the District on the form attached hereto as Appendix A.1. Reservations

are revocable at the discretion of the District and are subject to availability. A deposit may be required for use of the shelters.

- k. All park/shelter users are responsible for removal and proper disposal of all trash, litter and debris and cleanup of spills in picnic areas.
- l. No portion or area of a park or shelter shall be cordoned off or otherwise reserved for use without written permission of the District.
- m. Any group or Person reserving a park or shelter for a group in excess of 30 people is required to obtain a permit in the form attached hereto as Appendix A.1.
- o. Shelters and parks may only be reserved by District residents who will be held responsible for the reservation and all damages.

C. Fence, Sidewalk and Landscape Rules

- 1. No cuts, doorways, gates, paths or driveways are to be made in any District owned fence, right-of-way or landscaped areas for any reason.
- 2. Postings, signs or banners of any type shall not be attached to any District owned fence and shall not be posted on any District property except as authorized by the Board in designated locations. (e.g. real estate, garage sale or other signs shall not be placed on District property at the entrances to the subdivisions). Signs posted in violation of this regulation are subject to removal and disposal by the District without notice.
- 3. Travel on District property is limited to designated sidewalks, paths and drives.
 - a. The maximum bicycle speed on sidewalks, paths and trails is 10 m.p.h.
 - b. Alcoholic beverages and illegal drugs are prohibited on District trails and sidewalks at all times.
 - c. Pets must be on a leash under the direct control of the owner and shall not be tethered to any District facilities or left unattended.
 - d. Pet owners are responsible for removal of pet waste.
 - e. Littering or dumping on or along sidewalks, trails and paths is prohibited.
 - f. Motorized vehicles of any type are prohibited in parks, on sidewalks, trails or paths.
 - g. Sidewalk, trail and path users should be respectful of other users and should yield when entering or crossing. Bicyclists must yield to

pedestrian traffic. Keep right except to pass and use an audible warning when passing.

4. Removal or destruction of landscape materials, irrigation system components, trees or vegetation is strictly prohibited. Landscape rocks shall not be disturbed or otherwise be thrown, kicked or moved into the streets, lawns or other inappropriate areas. Violators will be prosecuted to the full extent of the law.

APPENDIX A.1

FACILITY RESERVATION APPLICATION/PERMIT

(**Applicant Must be District Resident**)

Responsible Party Name: Facility location:
Address: Date(s) of Event/league:
City: Hours: a.m./p.m. TO a.m./p.m.
Phone: Hm- Wk- No. of Persons:
Sponsor/Organization: Purpose of Event:
Special Requests:

By policy established by official action of the Todd Creek Village Park & Recreation District regarding issuance of Facility Reservation Permits for guaranteed reservations and/or league use of Facilities within the District jurisdiction, "On application made by responsible and identifiable individuals, corporations or public bodies, the District is directed to issue a Facility Use Permit for guaranteed reservation and/or league use which would waive, with respect for those applying users, their immediate families and guests, the rules governing the first come/first served use basis and that this applies only to District outdoor facilities."

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

In addition to the Rules and Regulations for Todd Creek Village Park & Recreation District, the following are conditions of the Permit:

- 1. At termination of use, the Facilities shall be restored to a litter free condition.
2. If additional security or traffic control measures are required, the District will not assume any financial responsibility therefore, but will be available for coordination purposes.
3. Tents, booths, stands, canopies etc. are prohibited without the express written consent of the District.
4. All beverages must be contained in cans, boxes or plastic containers. Glass bottles or containers are not allowed in any District park or shelter.
5. If required by the District, the permit holder shall arrange for portable sanitation facilities/comfort stations and shall be solely responsible for the timely delivery/pickup and costs thereof.
6. A copy of this permit must be in the possession of the applicant or designated representative and presented to District or law enforcement personnel upon request.
7. The applicant shall be responsible for his/her own actions and the actions of the parties represented as a result of this permit. The applicant shall be held solely liable for any and all damages resulting from activities involving District Facilities.
8. The District prohibits discrimination of any kind in the issuance or enforcement of permits.
9. Cancellation or date changes of less than 30 days notice may result in loss of any required deposit fee.

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

Signature of Applicant: Date:
Approved: Date:
Deposit Total: \$250.00 (Paid: Check Cash on (date))
Additional Conditions:

APPENDIX B

SCHEDULE OF FEES AND PENALTIES

1. Fees:

- a. Damage Deposit – The damage deposit for use of the District's Facilities is \$250.00. A completed application must accompany payment of the deposit.

* Applicant may be held liable in excess of the above for excessive damage or clean-up required.

- b. Leagues – Those wishing to reserve the Facilities for league play must apply in writing to the District. Under no circumstances will league play reservations amount to more than 25% of the available Facility time. The District may impose a fee in excess of the damage deposit for league play.

- c. Miscellaneous Activities – The District shall consider all requests for use of its Facilities and shall establish an appropriate rate therefore, in addition to the damage deposit, based upon the reasonable cost of providing the use requested. Written requests for such activities must be presented to the District at least 30 days prior to the event.

2. Penalties:

Pursuant to Section 32-1-1001, C.R.S., the District is authorized to enforce the provisions of these Rules and Regulations and impose penalties for violations thereof. A single violation under this section shall be a condition which is allowed to exist for 24 hours or each infraction of a regulation prohibiting specific activities on the part of the violator. Penalties may be imposed cumulatively for separate offenses or repeated violation of the same rule or regulation. The District reserves such rights of assessing additional penalties and/or interest against unpaid amounts and of foreclosure or lien as may be provided by law for collection of unpaid penalties assessed by the District. The District reserves the right to pursue criminal actions in addition to the penalties set forth herein. Criminal penalties imposed by appropriate jurisdictions shall not off-set the penalties assessed by the District.

- a. Standard Penalty – Unless otherwise specified herein, the penalty for violation of the District Rules and Regulations shall be \$100.00 for the first offense and \$200.00 for each subsequent violation of the same rule or regulation.

- b. Unauthorized Use – If any Person uses any District Facility in an unauthorized manner or for which prior written permission of the District has not been obtained, or if the Person is an out of District resident who is not authorized to use District Facilities, the Standard Penalty for the infraction shall be twice that established in these Rules and Regulations.

c. Actual Costs – Anyone who, while violating the Rules and Regulations of the District, causes damage to the Facilities or property of the District or whose violation requires the District to expend funds for the remediation thereof shall pay all Actual Costs of replacement, repair or remediation of the damages caused by such violation and all administrative and legal costs incurred by the District as a result thereof.

d. Alcohol Violations – Any violations of the Rules and Regulations regarding possession or consumption of alcohol or illegal drugs on District property shall be assessed at \$200.00 for the first offense and \$300.00 for subsequent violations of the same rule or regulation.

e. Payment Due – Payment of penalty assessments are due within 30 days of receipt of notice. Notice shall be either personally served on the violator or shall be sent certified United States mail to the address of the violator. The notice shall state the date of the violation, the corrective action required and/or the penalty assessment for the infraction. A late penalty of \$20.00 shall be added to the penalty amount if payment is made after 30 days, an additional \$20.00 late fee will be added to the amount due every 30 days thereafter until all amounts due are paid. The District reserves the right to charge additional interest on all unpaid amounts in accordance with §32-1-1001, C.R.S.