

31823

**INTERGOVERNMENTAL AGREEMENT  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE  
OF THE SOUTH PLATTE RESERVOIR SITE**

This Intergovernmental Agreement, entered into this 6th day of June, 2006, by and between the **CITY OF LITTLETON**, Colorado, a home rule municipal corporation organized pursuant to Article XX of the Colorado Constitution ("Littleton"), **SOUTH SUBURBAN PARK AND RECREATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("South Suburban") and **CENTENNIAL WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("Centennial"); Littleton, South Suburban and Centennial together are referred to as "Parties".

**RECITALS**

WHEREAS, Littleton, South Suburban, and Centennial are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et. seq., C.R.S., to cooperate or contract with any political subdivision of the state to provide any function, service or facility lawfully authorized to each of the cooperating and contracting units and such contract may provide for the sharing of costs; and

WHEREAS, Centennial owns an approximately 212-acre parcel of real property known as the South Platte Reservoir and on that site Centennial is constructing and will operate a municipal water supply reservoir and appurtenances; and

WHEREAS, Littleton owns and South Suburban manages the South Platte Park located adjacent to the east boundary of the South Platte Reservoir site; and

WHEREAS, Littleton and Centennial previously entered into an Intergovernmental Agreement dated August 26, 1999 and Littleton and Centennial also entered into an Annexation Agreement dated August 26, 1999, both documents providing for the reasonable integration therein and in this agreement of the reservoir to be built on the South Platte Reservoir site into the South Platte Park so that certain recreational uses can be made on certain portions of the South Platte Reservoir site and natural resource benefits can be provided without interfering with the reservoir's primary use as a municipal water supply reservoir; and

WHEREAS, Littleton and South Suburban previously entered into an Agreement, known as the South Platte Park Agreement, dated April 19, 1983, and its subsequent amendments, that addresses South Suburban's management of the South Platte Park for Littleton; and

WHEREAS, the termination of the historical sand and gravel operation on the South Platte Reservoir site will result in the closing of the public access to the South Platte Park from Highway C-470, but the construction of the South Platte Reservoir has been planned to create a new alternative public access route from Platte Canyon Drive through the South Platte Reservoir site to the South Platte Park ("South Platte River and Park Access"); and

WHEREAS, the reasonable integration of the South Platte Reservoir site into the South Platte Park benefits Littleton and South Suburban by adding a buffer area for the South Platte



Park, replacing the access to the park, obtaining new recreational opportunities, wildlife enhancement and regional cooperation; and

WHEREAS, the reasonable integration of the South Platte Reservoir site into the South Platte Park benefits Centennial by fulfilling obligations from the August 26, 1999, Intergovernmental Agreement with Littleton, providing increased security, cost sharing and regional cooperation; and

WHEREAS, Centennial is in the process of petitioning South Suburban for inclusion into the South Suburban Park and Recreation District the Jefferson County portion of the South Platte Reservoir site and, as part of the inclusion process, South Suburban is expected to concurrently approve the inclusion petition and this Intergovernmental Agreement; and

WHEREAS, all three parties desire to agree upon 1) various initial improvements that may be constructed at the South Platte Reservoir site, 2) the division of management, operations and maintenance responsibilities and of expenses for such responsibilities, and 3) the process for assuring continued cooperation, all with regard to integration, not dedication, of the South Platte Reservoir site into the South Platte Park, to the mutual benefit of each.

## **AGREEMENT**

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Primacy of Use of the South Platte Reservoir Site as a Municipal Water Supply Reservoir. The parties acknowledge that Centennial's cooperation in integrating the South Platte Reservoir Site into the South Platte Park is perpetually conditioned upon a) continued ownership of the South Platte Reservoir site by Centennial, or its successors or assigns, and b) the requirement that the activities on the site for park and recreational purposes are always secondary to the use of the site as a municipal water supply reservoir. Centennial shall have final and sole authority and discretion in the use and operation of the South Platte Reservoir and its appurtenant facilities for municipal water supply purposes. It is understood by the parties that Centennial may from time to time need to withdraw all or substantially all of the water from the Reservoir to meet its water service obligations. Nothing in this Agreement shall prohibit Centennial from operating the Reservoir for municipal water supply purposes which includes partial or complete drawdowns of water levels in the reservoir, and rapid filling and rising water levels.

2. Improvements Beyond Centennial's Reservoir Construction Contracts with Kiewit. As anticipated by paragraph 4 of the 1999 Intergovernmental Agreement between Centennial and Littleton and as further discussed in periodic meetings between the Parties since 1999, by this Intergovernmental Agreement the parties agree that certain public improvements may be constructed by the responsible party as shown on **Exhibit A** hereto. The funding for the various improvements is subject to a separate approval by each respective entity.

3. Management, Operations and Maintenance Responsibilities. As anticipated by paragraph 6 of the 1999 Intergovernmental Agreement between Centennial and Littleton and as further discussed in periodic meetings between the Parties since 1999, by this Intergovernmental Agreement the Parties will divide management, operations and maintenance responsibilities as



shown on the attached **Exhibit B**, subject to refinements made by the annual management and planning process described below. Littleton and South Suburban hereby agree that costs associated with the joint Littleton and South Suburban responsibilities shown on Exhibit B shall be shared as provided in paragraph 3 of the South Platte Park Agreement between Littleton and South Suburban dated April 19, 1983, as amended.

4. Annual Meeting. The parties agree there will be one meeting in July of each year to discuss the status of management, repair, replacement, and operation and maintenance issues regarding the South Platte Reservoir site, to review plans proposed for facility improvements and to discuss proposed recreational uses of the South Platte Reservoir. Additional meetings can be held if necessary to accomplish the necessary planning, budgeting and cooperation. All such planning and proposals for facility improvements will take into consideration the primary function of South Platte Reservoir as a municipal water supply facility. Facility improvements, repair, replacement and operations related to the recreational use of the South Platte Reservoir and the South Platte River and Park Access not addressed in Exhibits A or B hereto will only be implemented with the mutual agreement of all of the parties during the annual management and planning process contemplated herein.

5. Use of South Platte Reservoir for Water-based Recreation. In general, Centennial, for security reasons, desires to continually minimize the public's expectation that there will be water-based recreational use of the South Platte Reservoir and, in particular, for health and safety reasons, to limit contact between humans and the water. Centennial will periodically review the appropriateness of allowing recreational activities at the South Platte Reservoir and may, at any time, decide to terminate, either temporarily or permanently, any or all such recreational activities. Centennial will give Littleton and South Suburban a 90 day written notice of a decision to terminate the water-based recreation. Within that context, approved and prohibited recreational activities at the South Platte Reservoir are described on the attached **Exhibit C**. These activities have the following further limitations or requirements:

a. **Prior Approval.** Prior written approval from Centennial is required for each scheduled use.

b. **Signage.** Littleton and/or South Suburban will use signage near the South Platte Reservoir, and possibly other means, to explain to the public the nature, necessary procedures and limitations of the programmed recreational usage, if any, of the reservoir.

c. **Termination.** All water-based recreational activities are subject to termination by Centennial.

6. Use of the Land Between the Outer Perimeter of the South Platte Reservoir Embankment and the Centennial Property Lines (the "Adjacent Areas"). The Parties desire to use the southeastern, southern and southwestern "Adjacent Areas" of the South Platte Reservoir site for wildlife watching, park access and recreational trail uses. Such uses shall be integrated into the recreational features of South Platte Park and managed by South Suburban. The northwestern, northern and eastern "Adjacent Areas" of South Platte Reservoir site shall not be open to the public and shall be managed by Centennial. Limited, programmed activities



conducted by South Suburban for educational purposes, including “nature walks”, census taking and live trapping of wildlife populations, will be allowed on a prior approval basis along the western, northern, northeastern and eastern “Adjacent Areas” of the South Platte Reservoir site. Nothing in this section 6 is intended to authorize the use by the public of the northwestern, northern and eastern Adjacent Areas without Centennial’s written permission.

7. Use of the Public Access Area Herein Called the South Platte River and Park Access Area. The Parties desire to provide controlled public access to the South Platte River and South Platte Park in a coordinated and cooperative manner. The operational guidelines for the South Platte River and Park Access area (i.e. the southern and southwestern perimeter of the South Platte Reservoir area between the outer perimeter of the South Platte Reservoir embankment and the Centennial property line) are listed below:

- a. **Gates.** All Parties agree to keep gates locked during hours that South Platte Park is not open to the public, including times when the parties deem public access is unsuitable.
- b. **Trash Collection.** South Suburban will provide adequate trash containers within the South Platte River and Park Access area and will schedule and perform routine trash removal from containers, as well as the pick-up of scattered trash in the South Platte River and Park Access area.
- c. **Road Maintenance.** Coordination of road maintenance shall be accomplished through the annual management and planning process contemplated by paragraph 3 herein.

8. Security Patrolling. South Suburban and Littleton shall integrate security patrolling of the South Platte Reservoir’s dam crest road (on top of the embankment) and within the South Platte River and Park Access area into the customary schedules of such patrols within the South Platte Park. The purpose of the security patrolling is to enforce compliance with the applicable Littleton city code and with the South Suburban rules and regulations relating to the South Platte Park. The scheduling of patrols shall be determined from discussions among the parties but shall be at the discretion of Littleton and South Suburban.

9. South Suburban’s Rules and Regulations/Littleton City Code. The South Platte Reservoir site, once included into the South Suburban Park and Recreation District, shall be subject to the South Suburban South Platte Park rules and regulations in effect as of the date of this Intergovernmental Agreement, which are attached hereto as **Exhibit D**. The Parties hereby agree that future proposed revisions to the South Suburban rules and regulations affecting the South Platte Reservoir site within the South Platte Park shall be discussed through the annual management and planning process contemplated by paragraph 3 herein, and require the mutual agreement of all of the Parties before such proposed revisions to rules and regulations shall be enacted. The Parties further agree that South Suburban shall at no time have rules and/or regulations that impose limitations on Centennial’s control over the use of the South Platte Reservoir and its appurtenant facilities. Additionally, the South Platte Reservoir site has been annexed into Littleton and Littleton’s city code governing the use of public property, parks and open space have been codified at Sections 6-9-1 through 6-9-3, attached hereto as **Exhibit E**.



Proposed changes to Littleton's city code related to this agreement will be discussed among the Parties, if possible, before such changes are enacted. In the event changes are made to the Littleton city code related to this agreement that are unacceptable to Centennial, Centennial reserves the right to terminate this agreement in accordance with paragraph 13.

10. Budgeting. It is understood and agreed by the Parties that their involvement in this Intergovernmental Agreement does not in any way create an obligation by any Party to budget monies for expenditures, but all Parties agree to give due consideration to budgeting such amounts each year that are necessary to fulfill the terms and conditions of this Agreement.

11. Dangerous Conditions. The Parties agree to immediately inform each other of any dangerous or potentially dangerous condition (i.e. an unsafe condition likely to cause injury or damage) existing on or adjacent to the South Platte Reservoir and South Platte River and Park Access subject to this Intergovernmental Agreement.

12. Notices. All notices required hereunder shall be addressed as follows:

Centennial Water and Sanitation District  
Attention: General Manager  
62 West Plaza Drive  
Highlands Ranch, CO 80129

City of Littleton  
Attention: City Manager  
2255 West Berry Avenue  
Littleton, CO 80165

South Suburban Park and Recreation District  
Attention: Executive Director  
6631 South University Boulevard  
Centennial, CO 80121-2913

13. Term of Agreement / Termination. The term of this Intergovernmental Agreement shall be perpetual. This Intergovernmental Agreement may be terminated by any of the Parties, for any reason, with 90 days advance written notice to the other Parties. If Centennial terminates this Agreement, it will not unreasonably withhold the granting of a perpetual, public access easement to Littleton for access through Centennial's property, as described in paragraph 7, to the South Platte Park, if such access easement is requested by Littleton. Also, if Centennial initiates a termination of this Agreement, Centennial will assume full responsibility for the periodic cleaning and maintenance of the water quality ponds in the 7/11 channel. In the event of a termination of this agreement, each party will retain ownership of improvements (either as described in Exhibit A or those improvements constructed by Centennial in its contracts with Kiewit) they have funded and the parties will agree to their timely relocation or salvage, as appropriate. This agreement explains but does not amend the Intergovernmental and Annexation Agreements between Littleton and Centennial, both dated August 26, 1999, and if this agreement



is terminated by any party, the Intergovernmental and Annexation agreements between Littleton and Centennial, both dated August 26, 1999, shall remain in full force and effect.

14. Amendment. No amendment or modification of this Intergovernmental Agreement shall be valid unless expressed in writing and executed by the Parties hereto, and in the same manner as the execution of this Agreement.

15. Successor Entities. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

16. Cooperative Efforts/ Dispute Resolution. It is understood and agreed between the Parties that the terms, conditions, and provisions of this Intergovernmental Agreement shall be construed in order to promote a harmonious relationship with regard to the co-existence of Centennial's primary use of South Platte Reservoir and its appurtenant facilities as a municipal water supply facility and the South Suburban and City of Littleton use of the park access, recreational amenities and natural resources enhancements. However, to the extent that there is a significant irreconcilable dispute between the Parties with regard to the terms, conditions, and provisions of this Intergovernmental Agreement, the matter shall be referred to the Executive Director of South Suburban, the Littleton City Manager and the General Manager of Centennial, or their designees, for resolution prior to any party's right to terminate. In the event no resolution is obtained, the parties may seek resolution through a process of mediation.

17. Governing Law. This agreement is made and delivered in the State of Colorado, and shall be construed and enforced in accordance with the laws thereof.

18. Prior Agreements. Unless specifically modified by the terms and conditions of this agreement, all prior agreements among any of the parties are not changed and are still in full force and effect, including particularly the South Platte Park Agreement dated April 19, 1983, between Littleton and South Suburban and the Intergovernmental Agreement dated August 26, 1999, between Littleton and Centennial.

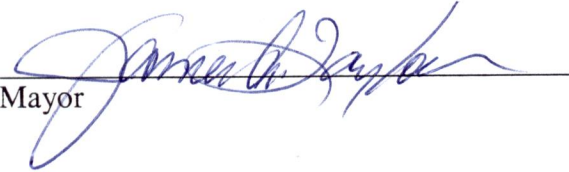
19. No Other Party Beneficiaries. None of the terms or provisions of this Agreement shall be deemed to be for the benefit of any person or party other than Littleton, South Suburban and Centennial.

20. Financial Obligations of the Parties. Any financial obligation of any of the parties is subject to annual appropriation by that respective entity.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date and year first written above.

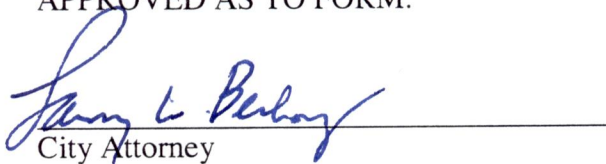
**CITY OF LITTLETON**

  
Mayor

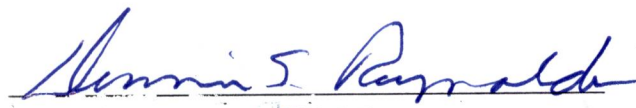
Attest:

  
City Clerk

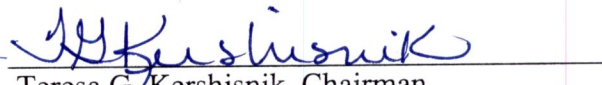
APPROVED AS TO FORM:

  
City Attorney

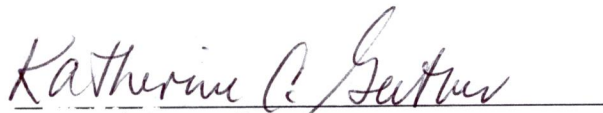
**SOUTH SUBURBAN PARK AND  
RECREATION DISTRICT**

  
Dennis S. Reynolds, Chairman Pro-Tem

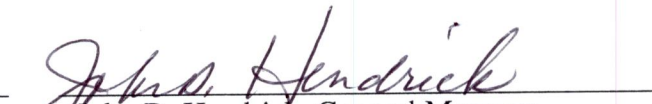
**CENTENNIAL WATER AND  
SANITATION DISTRICT**

  
Teresa G. Kershisnik, Chairman

ATTEST:

  
Secretary  
Katherine C. Geitner,

ATTEST:

  
John D. Hendrick, General Manager



## Exhibit B:

### Division of Management, Operations, Maintenance, Repair and Replacement (O,M, R & R) Responsibilities

Activity	Who does the O, M, R & R?	Who pays for the O, M, R & R?
Reservoir Operations	Centennial	Centennial
Pump Station	Centennial	Centennial
Road to South Platte River		
-From entrance at South Platte Canyon Blvd. to Centennial's pump station facility	All*	Shared**
-From pump station to river	Litt/So. Sub	Litt/So. Sub
Other roads	Centennial	Centennial
Vegetation Management (except what planted by South Suburban or as shown on Note 1, Sheet 2 of Exhibit A)		
-Irrigation	Centennial	Centennial
-Mowing	Centennial	Centennial
-Weed control	Centennial	Centennial
Water Quality Pond cleaning	All*	Shared**
7/11 Channel erosion or flood damage	All*	Shared**
Security/ Enforcement	All*	Shared**
10 car and 2 car parking lots	Litt/So. Sub	Litt/So. Sub
Gazebo and Trail to gazebo	Litt/So. Sub	Litt/So. Sub
Wildlife Viewing Station	Litt/So. Sub	Litt/So. Sub
Trail to Wildlife Viewing Station	Litt/So. Sub	Litt/So. Sub
Benches	Litt/So. Sub	Litt/So. Sub
Portable restroom facility	Litt/So. Sub	Litt/So. Sub
Trash collection		
-From trash receptacles	Litt/So. Sub	Litt/So. Sub
-From scattered trash along the "South Platte River and Park Access" area	Litt/So. Sub	Litt/So. Sub
-From scattered trash on rest of site	Centennial	Centennial
Snowplowing		
-From entrance to pump sta.	Centennial	Centennial



## Exhibit B: (cont.)

### Division of Management, Operations, Maintenance, Repair and Replacement (O,M, R & R) Responsibilities

Activity	Who does the O, M, R & R?	Who pays for the O, M, R & R?
Gate locking	All*	Shared**
Fencing/gates	Each***	Each pays for own
Signs	All*	Shared**
Nuisance Wildlife		
-Within the South Platte Reservoir embankment's outer perimeter	Centennial	Centennial
-Within the Adjacent Areas between the Reservoir's outer perimeter and the Centennial property lines	All*	Shared**

\* - The division of the O&M responsibilities to be determined in Annual Meeting between the parties

\*\* - Expenses shared 50:50 between Centennial and Littleton/South Suburban

\*\*\* - Each party is responsible for the O, M, R & R upon those facilities they initially constructed per the "Initial Improvements" described on Exhibit A of the Intergovernmental Agreement between the parties.

## **Exhibit C:**

### **Allowed Recreational Uses of the South Platte Reservoir**

- A. Water-based recreational uses will only be allowed following prior written approval by Centennial for each event on a case by case basis, and will generally be limited to canoeing. No other water-based recreational uses are allowed.
- B. Prohibited Recreational Uses:
  - 1. Swimming, floating;
  - 2. Wading;
  - 3. Animals, such as dogs and horses, within the reservoir;
  - 4. Snorkeling;
  - 5. Scuba diving;
  - 6. Fishing;
  - 7. Killing, trapping or other taking of any wildlife;
  - 8. Motorized boating;
  - 9. Wind Surfing;
  - 10. Hunting, discharge of firearms;
  - 11. Fireworks; and
  - 12. Any other activity not specifically authorized by Centennial.



## **Exhibit D:**

### **South Suburban Park and Recreation District**

#### **South Platte Park Rules and Regulations**

##### General Park Rules

- Park open sunrise to sunset
- Speed limit on trail is 15 mph
- Wildlife habitat is protected
- Bike & rollerbladers must stay on designated trails
- Pets must be on a six foot leash
- Non-motorized boats in river only
- Horses in designated areas only

##### Prohibited

- Alcoholic beverages
- Unauthorized motorized vehicles
- Glass bottles, littering, dumping
- Swimming and wading
- Hunting and trapping
- Tree houses and rope swings
- Any machine that amplifies music or other sound
- Golf practice
- Weapons including projectiles and fireworks
- Overnight camping and fires
- Boating on lakes

## **Exhibit E**

### **6-9-1: CONDUCT ON PUBLIC PROPERTY; AUTHORITY TO REGULATE:**

It shall be unlawful for any person to enter or remain in any public building or on any public property in violation of any order, rule or regulation hereinafter set forth or authorized herein, which prohibits or limits activities or conduct in such public building or on such public property. In addition to any order, rule or regulation proscribed in this Chapter, the City Manager or his designee or agent may adopt such orders, rules or regulations as are reasonably necessary for the administration, protection and maintenance of such public buildings and property. Specifically, orders, rules and regulations may be adopted governing the following matters:

- (A) Preservation of property, water bodies, vegetation, wildlife, signs, markers, trails, buildings and grounds, statues, fences, other structures and any other objects of scientific, historical, recreational, educational or scenic interest;
- (B) Restriction or limitation of the use of such public buildings or property as to time, manner or permitted activities;
- (C) Prohibition of activities or conduct within public buildings or on public property which may be reasonably expected to substantially interfere with the use and enjoyment of such public buildings or property by others, or which may constitute a general nuisance;
- (D) Necessary sanitation, health and safety measures;
- (E) Camping, picnicking, public meetings, assemblages and other individual or group usages, including, but not limited to, the place, time and manner in which such activities may be permitted;
- (F) Use of all vehicles as to place, time and manner of use;
- (G) Control and limitation of fires and designation of places where fires are permitted;
- (H) No person shall be found guilty of any order, rule and/or regulation not specifically set out in this Section without notice of said order, rule and/or regulation. Said notice may be by posting the property or otherwise. (Ord. 26, Series of 1981)

<http://66.113.195.234/CO/Littleton>



## **Exhibit E (cont.)**

### **6-9-2: UNLAWFUL CONDUCT ON PUBLIC PROPERTY, GENERAL:**

Without limiting in any manner, the right to adopt additional orders, rules or regulations authorized in Section 6-9-1 of this Chapter, it shall be unlawful for any person to violate any of the following: (Ord. 16, Series of 1982)

- (A) **Trespassing:** It shall be unlawful for any person or persons to enter or remain upon any school property, real or personal, without the express consent of an administrative school official, unless such person is in lawful attendance at the school or such person is lawfully transacting business at the school with the express consent of an administrative school official, and, it shall be unlawful for a person to fail or refuse to remove himself or herself immediately from any school property when requested to leave by an administrative school official. "Administrative school official" shall mean any principal, vice-principal, dean, faculty member (temporary or permanent), or any other person so designated by a principal, vice-principal, dean or faculty member (temporary or permanent).
- (B) **Injuring Or Destroying Property:** It shall be unlawful for any person to either willfully, maliciously or wantonly injure or destroy any public real property or improvements thereto, or movable or personal property; provided, however, that this provision shall not apply to any person showing a legal right or authority to injure or destroy such property.
- (C) **Streets, Streams And Water Supply:** It shall be unlawful to throw or deposit or cause or permit to be thrown or deposited any offal composed of animal, vegetable substance or both, any dead animal, excrement, garbage or other offensive matter whatever, upon any street, avenue, alley, sidewalk, park or public grounds. No person shall throw or deposit or cause or permit to be thrown or deposited anything specified in any foregoing part hereof, or any other substance into any water of any stream, ditch, pond, well, cistern, trough or other body of water, whether artificially or naturally created, or so near any such place as to be liable to pollute the water.
- (D) **Advertisement:** No handbill, poster, placard or painted or printed matter shall be stuck, posted or pasted upon any public building, or upon any fence, power or light pole, telephone pole or other public structure without the permission of the owner, agent or occupant.
- (E) **Meetings:** It shall be unlawful to hold any public meetings, addressed by one or more speakers and attended by twenty five (25) or more persons, within the park or other designated property of the city unless and until a permit

## **Exhibit E (cont.)**

therefor has been issued by the city manager or designee thereof. Such meetings shall be conducted in an orderly and law abiding manner.

### **(F)Littering:**

1. In General: It shall be unlawful to throw or deposit in any street, alley, sidewalk, park or public grounds in the city, or on any other public property within the city, any litter of any type or kind without the consent of the owner, agent or occupant, except in authorized receptacles.

2. From Vehicles: It shall be unlawful for any person, while a driver or passenger of a motor vehicle, to throw or deposit litter upon any street, alley, sidewalk, park or other public grounds within the city, except in authorized receptacles.

3. Definition Of "Litter": The term "litter" shall be as defined in subsection 6-4-5(C) of this title.

(G)Lug Wheels Prohibited: It shall be unlawful for any vehicle to be operated or caused to be operated by any person upon public streets, alleys or sidewalks which moves on wheels, tracks or other means injurious to pavement unless such street, alley or sidewalk is planked in a manner to be protected from damage. Nothing in this section shall be construed to prohibit the use of studded snow tires. (Ord. 26, Series of 1981)



## **Exhibit E (cont.)**

### **6-9-3: UNLAWFUL CONDUCT IN PUBLIC PARKS AND OPEN SPACE:**

In addition to the provisions contained in section 6-9-2 of this chapter, the following regulations are hereby established regarding the prohibitions of or limitations on certain activities in public parks and open spaces within the city or owned or leased by the city outside of the corporate limits of the city. (Ord. 30, Series of 2004)

- (A) The city manager or his designee or agent may require permits or licenses for certain uses or activities including, but not limited to: guaranteed reservations; consumption of alcoholic beverages; fishing, boating or special events. Such permits or licenses may be subject to a fee established by the city manager or his designee and may be subject to a monetary damage/cleanup deposit sufficient to defray unusual and/or extraordinary expenses to the city or its designee. At termination of use, the area used shall be restored to a litter free condition. Costs of repair and/or cleanup beyond normal use will be billed to the user based on the cost of such repair and/or cleanup less any monetary deposit.
- (B) All motorized vehicles, except electrically powered wheelchairs, are prohibited, including vehicles for purposes of unloading or loading picnic supplies or sports equipment, and all catering or concession vehicles. This restriction shall not be deemed to prohibit motorized vehicles from designated public streets or parking lots located within parks and open space areas.
- (C) No commercial concessions shall be operated, nor charge or donation of any kind be solicited of the general public on the premises.
- (D) No advertisement, programs, circulars, pamphlets or handbills shall be sold or distributed without express written permission of the city manager or his designee, and no such advertisement, program, circular, pamphlet or handbill shall be affixed to any public building, fence, power or light pole, telephone pole or other public structure. Banners, flags, placards or other similar devices, limited to organizational identification may be temporarily installed subject to approval of the form and method of installation by the city manager or his designee.
- (E) Installation of any structure including, but not limited to, tents, booths, stands, awnings and canopies is prohibited without express written permission of the city manager or his designee. Installation of unauthorized items including, but not limited to, tree houses and rope swings, is prohibited.

## **Exhibit E (cont.)**

- (F) Destruction, damage or removal of any vegetation and damage or defacement of any public property is prohibited.
- (G) Swimming, wading, boating, rafting or tubing is prohibited except where specifically permitted by signage on the premises.
- (H) Any machine or device which amplifies the human voice, music or other sound is prohibited without express written permission of the city manager or his designee. No amplification of the human voice, music or other sound shall be permitted which violates title 7, chapter 3 of this code, including, but not limited to, the operation of radios, musical instruments, television sets and phonographs.
- (I) It shall be unlawful for any person to enter into any public park or open space except during hours of normal operation. Unless otherwise specifically stated by signage on the premises, hours of normal operation shall be from six o'clock (6:00) A.M. to ten o'clock (10:00) P.M., daily. (Ord. 26, Series of 1981)
- (J) Pets shall be on a leash not to exceed six feet (6') in length. No pet shall be permitted to run at large under any circumstances in any public park or open space. (Ord. 26, Series of 1981; amd. Ord. 30, Series of 2004)
- (K) Consumption of alcoholic beverages shall be permitted only upon express written consent of the city manager or his designee, and permitted alcoholic beverages shall be limited to malt and vinous liquors (beer and wine). (Ord. 26, Series of 1981)
- (L) Possession of any weapon or the discharge of any weapon including, but not limited to, rifles, shotguns, airguns, archery equipment and slingshots is prohibited in any public park or open space. Discharging any weapon in such a manner so that the discharged projectile lands within or passes through any public park or open space shall be deemed to violate this provision.
- (M) It shall be unlawful for any person to possess, or to place or set, any trap, snare, net or other device for the purpose of entrapping, snaring, netting or otherwise capturing any animal, fowl or fish in any public park or open space. It shall be unlawful for any person to use, train or possess in any public park or open space, any bird of prey or any other animal or fowl for the purpose of hunting any animal, fowl or fish. These provisions shall not be deemed to prohibit fishing in authorized locations, using accepted methods of sport fishing, including, for example, rod and reel. (Ord. 30, Series of 2004)



### **Exhibit E (cont.)**

(N) Any form of cooking and picnicking may be prohibited in certain public parks and open spaces if specifically prohibited by signage on the premises. (Ord. 26, Series of 1981)

(O) Overnight camping and open fires are prohibited in any public park or open space.

(P) Glass bottles and littering prohibited:

1. It shall be unlawful for any person to bring or possess any glass bottle in any public park or open space; provided, however, it shall not be unlawful for a person to have glass bottles in a vehicle located in a park as long as the contents are not consumed in the vehicle.

2. It shall be unlawful for any person to bring in and dump, deposit or leave any bottles or other containers made of glass, any broken glass, ashes, papers, boxes, cans, dirt, rubbish, waste, garbage, refuse or other trash in or upon any public park or open space, or other recreational area or facility.

3. It shall be unlawful for any person utilizing any public park or open space, or other recreational area or facility, to leave such area or facility before placing in disposal receptacles, where provided, all trash in the nature of boxes, papers, cans or other containers, garbage and other refuse in the possession of such person. If no disposal receptacle is available, then such person shall remove said refuse or trash in his or her possession from the premises. Said refuse or trash shall be disposed of in a proper and legal manner elsewhere.

(Q) It shall be unlawful for any person to operate any vessel in violation of any Colorado statute, rule or regulation for the use, operation and equipment of such vessel.

(R) It shall be unlawful for any person to violate the rules and regulations promulgated by the state of Colorado pursuant to section 33-1-106 Colorado Revised Statutes regulating the taking, possession and use of wildlife and fish. (Ord. 30, Series of 2004)