

GROWING GARDENS LEASE AGREEMENT

THIS LEASE AGREEMENT, (the "Agreement") effective this 1st day of January 2015, by and between THE CITY OF BOULDER, a Colorado municipal corporation, (the "City") and Growing Gardens of Boulder County, , a not for profit corporation, whose address is PO Box 1066, Boulder Colorado 80306 ("Growing Gardens"), collectively (the "Parties").

RECITALS

WHEREAS, the City is the owner of certain real property, with the exception of the Hawthorn (Iris Site), and a City program known as the "Community Gardens Program" located within the City of Boulder described generally as follows and more fully described in the attached Exhibit A:

Hawthorn site (leased by the Growing Gardens from a third party)
Foothill Community Park site
Fortune Park site
Hickory Garden site

collectively (the "Property"), and

WHEREAS, the City desires to extend its lease agreement with Growing Gardens with the intent that Growing Gardens continue to manage its Community Gardens Program (the "Program") at these locations subject to the terms of the Program description attached hereto as Exhibit A, set and collect the plot fees and administer the Program without any subsidy from the City. The City will retain the right to monitor both the Program and setting of plot fees to ensure that the plot fees are reasonable and that the economically disadvantaged are not prevented from participating in the Program.

WHEREAS, the City desires to grant and convey to Growing Gardens the right to enter and use, for gardening purposes only, the Property, and

WHEREAS, Growing Gardens desires to lease the Property from the City (other than the Hawthorn site which is leased from another party) and to provide services in support of the Program, and

WHEREAS, the Parties desire to ensure that the Program is a success and to work collaboratively to identify projects and programs that will enhance the Boulder City Council's sustainability goals as referenced in the Boulder Valley Comprehensive Plan policies 1.01 Community Sustainability.

COVENANTS AND CONDITIONS

NOW, THEREFORE, in consideration of the recitals, promises, covenants, and conditions set forth herein, and other good and valuable considerations herein receipted for, the Parties agree as follows:

Section 1. TERM

The City does hereby grant and convey to Growing Gardens the right to enter and use for gardening and management purposes only, the Property set forth in Exhibit B, together with any improvements thereon, for the term commencing on January 1, 2015 and, unless earlier terminated as herein provided for, end January 1, 2020, subject to use by the general public and other uses under the City's Parks and Recreation Department policies, ordinances, regulations, and easements.

All mineral rights, including oil and gas, are expressly reserved. The Parties hereto intend that this Agreement be treated as the grant and conveyance of a profit *a prendre* in the Property for purposes of Colorado law and subject to the terms hereof.

If Growing Gardens continues to use the Property or otherwise holds over after the expiration of any term of the Agreement, such continued use shall be for a month to month term, ending on the last day of each month. Rent for such month to month term shall be a proration of the rent specified herein, and all other provisions of this Agreement shall remain in effect.

Section 2. NO PARTNERSHIP, EMPLOYMENT OR AGENCY

This Agreement is not intended to and shall not be construed as creating a partnership. Neither Party shall be liable for debts or obligations incurred by the other. Growing Gardens is not intended to be and is not considered by the Parties as an employee or agent of the City of Boulder.

Section 3. COLLECTION OF PLOT FEES

Growing Gardens is solely responsible for the setting, collecting and use of plot fees in connection with the Program. Growing Gardens will ensure that economically disadvantaged applicants are able to participate in the Program. Growing Gardens shall provide (in writing) a copy of the plot fee schedule and collection procedure to the City thirty (30) days prior to this Agreement taking effect. As of the date of this Agreement, fees approved by the City are as set forth in Exhibit C attached hereto. A fee structure may be developed by Growing Gardens in consideration of the expected operating costs of the Program as well as the ability of garden members to pay. In order to ensure equal access and opportunity to all community members the fee structure must provide a fee waiver or sliding scale fee for those that indicate they are unable to pay the garden plot fee. Plots will be provided on a first come first served basis.

The City has the right to terminate this agreement if it determines that Growing Gardens' plot fees or fee increases are too high (based on the prior year's fee schedule) and if discounted plot fees are not available to the economically disadvantaged. Growing Gardens shall have an opportunity to cure this default, if plots are available. However, if the Parties fail to agree on an acceptable plot fee within 30 days of disclosing such plot fee, the City may at its option terminate this Agreement.

Section 4. RENT, TRASH AND RESTROOM MAINTENANCE

A. Rent for Property

The rent for the Property as described above shall be One (\$1.00) Dollar total - per year, due and payable on or before January 1st for each year the Agreement is in effect.

Late payments shall be subject to a late penalty computed at a rate of eighteen (18%) percent per annum for any portion of the rent outstanding, and failure to pay rent in a timely manner is grounds for termination.

Payments shall be made payable to City of Boulder and mailed or delivered to:

City of Boulder
Parks and Recreation Department
Attn: Yvette Bowden
3198 N. Broadway
Boulder, CO, 80304-2644

C. Trash Fees and Restroom Maintenance

Growing Gardens agrees to secure and pay for all necessary trash and restroom service at the Hawthorn Garden, Fortune Garden and Hickory Garden sites identified in Exhibit A.

Section 5. WEED MANAGEMENT, WILDLIFE and WATER MANAGEMENT

A. Wildlife Management

Growing Gardens agrees that all wildlife and wildlife habitat on the Property shall be protected. The precise wildlife and wildlife habitat subject to this section shall be as reasonably determined by the City from time to time and as more specifically designated or identified in the City of Boulder's Wildlife Protection ordinances and, as appropriate, the Urban Wildlife Management Plan.

B. Weed Management

Growing Gardens agrees to control weeds on the Property at all times. Weed control may be through cultural, mechanical, biological, grazing, or chemical methods, or by methods as prescribed by City. Herbicide applications shall be limited to Colorado approved chemicals and rates recommended by the City of Boulder's Integrated Pest Management Coordinator and approved by the City. No chemicals shall be used without the prior approval of City. Growing Gardens shall comply with City of Boulder ordinances and policies regarding chemicals and pesticides.

C. Water Management

Growing Gardens agrees to conserve water, including, but not limited to, diligently applying available water to land and crops; to diligently irrigate the crops; and to prevent soil erosion. Growing Gardens agrees to prevent water from accumulating in low-lying areas in order to prevent mosquito infestation or growth.

Since the Community Gardens Program is a City owned program, the City shall maintain the irrigation systems, make repairs as necessary unless acts of negligence, committed by Growing Gardens are evident, and the City shall provide all reasonable water use at no cost, based on the previous year's usage.

The City retains the right to charge Growing Gardens for any and all irrigation water costs should the City be unable to provide water for budgetary reasons. Notice shall be given to Growing Gardens at least six (6) months in advance of any failure to provide such water. Growing Gardens has the right to terminate the contract within sixty (60) days of notification of water fees.

Section 6. TERMINATION

A. Grounds for Termination

The occurrence at any time of the following event shall constitute a Growing Garden's default.

The failure of Growing Gardens to perform or cause to be performed any obligation required by Growing Gardens under this Agreement; provided, however, that if such failure by its nature can be cured, then Growing Gardens shall have a period of thirty (30) business days after receipt of written notice from the City of such failure to Growing Gardens to cure the same and a Growing Gardens default shall not be deemed to exist during such period.

If a Growing Gardens default as described above has occurred and is continuing, and if Growing Gardens fails to correct or cure the conditions causing such default within thirty (30) days after having received the City's written notice of the City's intent to terminate this

Agreement as a result of such default, then the City, at its sole option may terminate this Agreement and it shall be of no further force or effect as of the last day of such thirty (30) day period.

Upon termination for any reason or expiration of the term of this Agreement, Growing Gardens shall relinquish all rights to the use of the Property at the end of the term or in the case of a default, at the end of said notice period. If Growing Gardens fails to do so, the City may take such action as the City may deem necessary (all at Growing Gardens' cost and expense) to enforce removal of Growing Gardens and all of Growing Gardens' personal property and improvements from the property by any legal means available.

Growing Gardens shall reimburse the City for City's reasonable attorney fees, including the reasonable cost of legal services provided by the City Attorney's office, and costs and expenses of any suit to remove Growing Gardens resulting from a default by Growing Gardens.

B. Settlement Upon Termination

Within ninety days of termination of this Agreement, by expiration of its term or otherwise, an accounting shall be created and reconciled between the Parties.

Growing Gardens' tools, supplies, or equipment located on the Property shall be subject to the City's lien, herein established, and as may be granted by State law until the City receives payment of any outstanding amount owed to the City.

Growing Gardens agrees to transfer, assign, or endorse any of its contracts and payments to City or City's designee.

C. Condition of Property

Upon termination or expiration of this Agreement, Growing Gardens agrees that the Property will be in as good order and condition as it was at the beginning of the Agreement term, ordinary wear and tear, depreciation and loss or damage to the improvements caused by the elements excepted.

Section 7. GENERAL COVENANTS

A. No work, supplies, or materials shall be contracted for in the name of the City by Growing Gardens.

B. Growing Gardens agrees to take and use the Property subject to the usual hazards attendant to a gardening operation and agrees to assume all risks and liability for accidents to Growing

Gardens, its family, employees, guests, agents, and contractors on the Property

- C. The acceptance of use rights hereunder by Growing Gardens shall be conclusive evidence that Growing Gardens has examined the Property and agrees that the improvements and all fixtures thereon were safe, adequate, and suitable for their purposes when Growing Gardens accepted rights to the Property.
- D. Growing Gardens agrees to indemnify and save harmless the City against any and all claims, debts, demands, or actions of any kind or nature and any and all related costs and expenses, including reasonable attorney fees, by any person or entity, arising, directly or indirectly, from any occurrence occasioned in whole or in part by Growing Gardens' use of the Property, or by any act, omission or negligence of Growing Gardens, its employees, agents, or contractors. Growing Gardens shall store its personal property and shall enter and use the Property at its own risk, and Growing Gardens hereby releases City, to the full extent permitted by law, from all claims of every kind, including damage to merchandise, equipment or other property, or damage to business or for business interruption, arising directly or indirectly from Growing Gardens' use of the Property.
- E. Growing Gardens shall not assign this Agreement nor lease the Property or any part thereof. No assignment, lease, pledge, or mortgage of Growing Gardens' interest herein shall be made. Growing Gardens shall do no act which shall in any way encumber City's title to the Property, nor permit the Property to become subject to a lien of any kind.
- F. City shall be accorded access to the Property in cases of emergency and at all reasonable times in order to observe Growing Gardens' use of the Property and all farm and gardening activities and to secure its rights and perform its obligations hereunder.
- G. Growing Gardens agrees that any statutory or common law lien on the products produced on the Property for the faithful performance of Growing Gardens' undertakings, is expressly reserved.
- H. Growing Gardens shall not permit or engage in any hunting or trapping or poisoning or burning or cutting of trees on the Property, or other acts prohibited by City of Boulder Revised Code, 1981 "Code". Growing Gardens agrees to abide by said Code and all other City ordinances, rules and regulations now in force or as they may be amended from time to time, and to abide by all applicable laws and regulations of any other governmental authority.
- I. Except as specifically provided for herein, Growing Gardens shall not construct, nor permit construction of, any structure, building or other improvement on the Property without City's prior written approval.

- J. Growing Gardens shall comply with all applicable laws of the United States, the State of Colorado, Boulder County, and the ordinances and codes of the City, in effect as of the date of this Agreement or during the term of this Agreement.
- K. Pursuant to Section 12-1-10, B.R.C. 1981, Growing Gardens shall not discriminate against any employee or applicant for employment nor against any applicant or participant in any of its programs because of race, creed, color, national origin, sex, sexual orientation, marital status, religion, ancestry, mental or physical handicap, or age, except when sex or age or absence of mental or physical handicap is a bona fide occupational qualification and in the instance of a handicap, no reasonable accommodation can be made. Nor shall Growing Gardens discriminate in any of these prohibited ways against any garden plot renter, volunteer or other person who's gardening related activities at the site or on its behalf are managed or coordinated by Growing Gardens as a result of this Agreement.
- L. Growing Gardens shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful pursuit of their services under this Agreement.

Section 8. NOTICE

- A. All notices and demands herein required shall be in writing and shall be sufficient if sent electronically or mailed, postage prepaid, addressed to each Party as follows:

To City: Director of Parks and Recreation
 City of Boulder
 3198 N. Broadway
 Boulder, CO 80304-2644

To Growing Gardens: Growing Gardens of Boulder County, Inc.
 PO Box 1066
 Boulder, Colorado 80306

- B. Notice shall be effective as of the date following the date of mailing.

Section 9. SEVERABILITY

In the event that any provision hereof shall be unlawful or held to be unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

Section 10. NON-WAIVER

No assent, express or implied, to any breach of any one or more of the provisions hereof shall be deemed or taken to be a waiver of any succeeding or other breach of the same or a different provision.

Section 11. PROHIBITIONS ON CONTRACTS FOR SERVICES

Growing Gardens certifies that they shall comply with the provisions of section 8-17.5-101 et seq., C.R.S. Growing Gardens shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Growing Gardens that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Growing Gardens represents, warrants, and agrees (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this contract through participation in either the E-Verify or the Department Program; (ii) that Growing Gardens is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre employment screening of job applicants while the public contract for services is being performed; and (iii) if Growing Gardens obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Growing Gardens shall be required to:

- a) Notify the subcontractor and the City within three days that the Growing Gardens has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that the Growing Gardens shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Growing Gardens further agrees that it shall comply with all reasonable requests made in the course of an investigation under section 8-17.5-102(5), C.R.S. by the Colorado Department of Labor and Employment. If the Growing Gardens fails to comply with any requirement of this provision or section 8-17.5-101 et seq., C.R.S. the City may terminate this contract for breach and Growing Gardens shall be liable for actual and consequential damages to the City.

Section 12. INSURANCE

Growing Gardens agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following minimum coverage's:

A. Workers' Compensation and Employers' Liability

State of Colorado: Statutory

Applicable Federal: Statutory

Employer's Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee

Waiver of Subrogation

B. Commercial General Liability

Bodily Injury & Property Damage General Aggregate Limit \$1,000,000

Personal & Advertising Injury Limit \$1,000,000

Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverage's: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

Prior to the execution of this Agreement by the City, Growing Gardens shall forward Certificates of Insurance to the City. The insurance required shall be procured and maintained in full force and effect for the duration of the Agreement. Certificate Holder shall be the City of Boulder at 1777 Broadway, P.O. Box 791, Boulder, CO 80306.

All insurance policies (except Workers Compensation) shall include City of Boulder and its elected officials and employees as additional insured's as their interests may appear. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto Liability.

The City requires that all policies of insurance be written on a primary basis, non-contributory with any other insurance coverage's and/or self-insurance carried by the City.

The City reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Property and Liability Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than A- VI.

Certificates of insurance on all policies shall give the City written notice of not less than thirty (30) days prior to cancellation or change in coverage.

Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

The Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

Section 13. AMENDMENTS/ENTIRE AGREEMENT

This Agreement contains the entire Agreement of the Parties and may not be altered or amended except by written Agreement signed by both Parties.

DATED this ____ day of _____, 2014.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective as of the day and year first above written.

GROWING GARDENS

By: _____
Title: _____

STATE OF COLORADO)

COUNTY OF BOULDER)

Acknowledged before me, a notary public, this ____ day of _____ 20__, by

_____, as _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

(SEAL)

CITY OF BOULDER

City Manager

ATTEST:

City Clerk on behalf of the
Director of Finance and Record

Approved as to Form:

City Attorney's Office

Copy Received:

Director
Parks and Recreation Department



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248358237
Apr. 21, 2014 LTR 4168C 0
84-1454093 000000 00
00025504
BODC: TE

GROWING GARDENS OF BOULDER COUNTY
INC
PO BOX 1066
BOULDER CO 80306



039634

Employer Identification Number: 84-1454093
Person to Contact: Mr. Kammerer
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Apr. 10, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in January 1999.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

CERTIFICATE OF EXEMPTION FOR STATE SALES/USE TAX ONLY

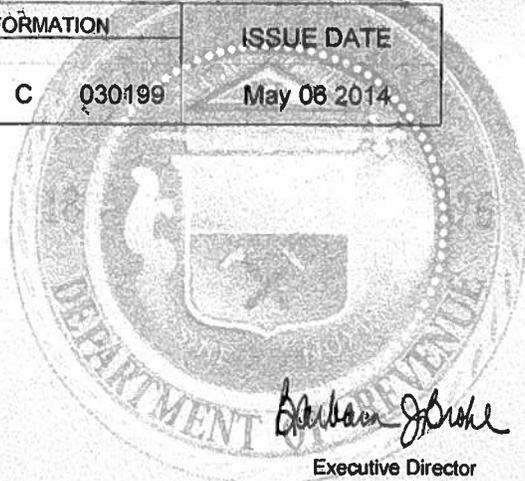
**THIS LICENSE IS
NOT TRANSFERABLE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION	ISSUE DATE
09813490	C 030199	May 08 2014

P O Box 1066
Boulder CO 80306-1066



GROWING GARDENS OF BOULDER COUNTY INC
PO BOX 1066
BOULDER CO 80306-1066



Executive Director
Department of Revenue

▲ DETACH HERE ▲

GENERAL INFORMATION



The following services are available at www.Colorado.gov/RevenueOnline under **Business**.

Sales:

- Verify a Sales Tax License
- View Local Sales Tax Rates
- View Business Location Rates
- Find Local Taxes by Address
- View Sales Tax Rate Charts



Try Revenue Online today!

www.Colorado.gov/RevenueOnline

Scan this code with your smartphone or tablet to
access Revenue Online

Attend our free sales tax classes. Live classes, online CPE and Webinars are available. To sign up, visit www.TaxSeminars.state.co.us

EXHIBIT A

SCOPE OF SERVICES

Growing Gardens will provide the following services in support of the City of Boulder Community Garden Program at Hawthorn, Foothills, Hickory and Fortune Community Gardens:

1. Growing Gardens shall use commercially reasonable efforts to see that the Community Gardens Program is a success, that the program participants are able to reach Growing Gardens with questions or requests for advice reasonably promptly and otherwise to assist the City of Boulder and program participants.
2. Growing Gardens shall coordinate, supervise, and manage all gardening volunteers who perform services benefiting the Program.
3. Growing Gardens shall be responsible for collecting program fees. Growing Gardens will develop a protocol for handling and accounting for such funds.
4. Coordinate the management of the City of Boulder Community Garden sites to include the following:
 - Develop Community Garden program and registration material to include community service materials and rules and policies.
 - Manage the registration of garden plots.
 - Perform data entry into computer on program participants.
 - Establish and maintain a waiting list for garden plots.
 - Develop and conduct annual orientation sessions for Gardeners. This will include preparing materials for the orientation programs and training Garden Leaders to conduct these sessions.
 - Procure mulching material if applicable - arrange for delivery.
 - Establish Garden Leader volunteer committees and attend at least one meeting of each volunteer committee.
 - Develop and distribute an annual directory of all gardeners participating in the program.
 - Manage volunteer Garden Leaders who will be overseeing the garden plot upkeep and

maintenance on a regular basis. Ensure gardeners who are not in compliance are contacted by telephone or written correspondence.

- Develop various workdays for gardeners to perform communal service within the gardens as required of the gardeners in their plot rental agreements. The duties will include setting up the workdays and equipment needed for the participants, and monitoring progress on site as may be needed during the workdays.
- Coordinate the closing of the gardens at the end of the season. The tasks to complete during this phase will include preparing materials relating to the closing.
- Participate in quarterly update meetings with BPR concerning program participation rates, aligned community outreach, communications and service impact.

5. Other Miscellaneous duties to include the following:

- a. Respond to written and telephone inquiries concerning the Community Garden Program.
- b. Provide annual participation and impact report to BPR within 45 days of the end of any calendar programming year covered by this Agreement.

Hawthorn, Hickory, Foothills and Fortune Community Garden 2015 Information, Policies, Regulations, and Procedures

Growing Gardens office phone: 303-443-9952

Website: <http://www.growinggardens.org>

Office Contact: Megan Reehl, Operations Coordinator

Email: megan@growinggardens.org

All Gardeners are responsible for being familiar with and obeying all garden rules. If you have any questions, please contact your Garden Leader first, then the Growing Gardens office.

Garden Information

Community Garden Program provides:

Water (regulated by the city and weather conditions)

Free, unlimited mulch for pathways is available at Hawthorn and Hickory

Tools & wheelbarrows on site

Gardeners are responsible for:

Annual program participation fee

4 hours (or more) of community service assistance for the garden per plot per year

A clearly worked, weeded and harvested plot all growing season

Clear, weed-free, mulched pathways around their plot

Seeds

Fertilizer

Hoses

Drip irrigation systems

Hand tools

Row covers

Any additional plot needs

Maintaining current address, phone numbers and email address with the Growing Gardens office

Garden Leaders

Garden Leaders are volunteers. The role of the Garden Leaders is to provide support for gardeners and to serve as liaisons between the gardeners and the Growing Gardens staff. They host garden orientation, assist with work days, weed reminders, events and communication. Garden Leaders are a great resource for questions and concerns and will try to provide information or coordinate help. Garden Leader's plots are marked with bright orange bicycle flags.

Garden Policies

Refunds/Revocation

If a garden plot is voluntarily relinquished and notification given to the Growing Gardens office by May 15th, 2015, the plot will be reassigned and the plot fee, minus a \$20.00 processing fee, will be refunded. No refunds will be given after this date. Growing Gardens has the right to revoke plots for any reason, including failure to comply with the stated rules. No refunds will be issued for plots that have been revoked.

Plot Assignment

Garden plots are not assignable to others. All community garden program participants require registration through Growing Gardens.

Plot Neglect/Abandonment

Plots must be obviously worked and weed control begun by May 1st, 2015, weather permitting. Any abandoned or unworked plots will be reassigned and no refund given. If you are unable to keep or maintain your plot you must contact the Growing Gardens office or your Garden Leader immediately. Temporary help will be sought or your plot will be reassigned permanently, depending on the circumstances.

Community Service

Four hours of Community Service time (per plot per year) must be given to participate in the Community Garden Program. This is in addition to maintenance of your plot and pathways. This will be tracked closely. Failure to perform service hours will result in an invoice of \$20/unrecorded hour. Failure to pay this bill by the garden due date will mean a gardener is ineligible to renew their garden plot. There are many tasks needing completion and we are open to unique and creative suggestions. Specific garden work days will be scheduled throughout the season. For other events and/or activities, please coordinate with your Garden Leader. Community service hours must be logged online using the link on the Growing Gardens website. If you do not have access to the internet, please call Megan Reehl at the Growing Gardens office to report the following: your name, plot number, task(s) completed, date completed, and number of hours completed. The deadline to complete and report community service hours is November 15th, 2015.

Payment

It is each gardener's responsibility to pay the community garden plot fee within a month of registration. Failure to pay the community garden plot fee within a month results in a late fee of \$20.00. Plots that have not been paid for within 6 weeks of registration will be revoked and reassigned.

If you cannot pay your plot fee in full within 6 weeks of registration, please contact Growing Gardens if you would like to develop a payment plan.

Garden Work Days

For your convenience, specific days throughout the season will be designated as community service work days. Work days will be announced in emails and in each monthly newsletter. Garden Leaders will supervise these days.

Straw

Straw is available after the Memorial Day Boulder Creek Fest, on a first come-first served basis. Information will be sent out prior to the date.

Trash

Growing Gardens arranges trash services at Hawthorn and Hickory Community Gardens. Please pack out all trash at all other garden sites.

Sharing Surplus

Most gardens have a food donation program that is organized by a gardener or the garden leader. Please note that it is not permitted to sell excess produce from Community Garden plots.

Maintenance Regulations

Composting

Compost containers are available at each of the gardens for all of your compostable garden waste. They are picked up on a weekly basis by Western Disposal and taken to their site for processing. Please do not overfill compost bins. If bins are full, please contact Growing Gardens and wait until bins have been emptied to add any compostable debris. Please do not leave piles of debris in front of the compost bins. The bins cannot be emptied if there is debris in front of them. If bins are full you can leave compost piles in your plot until the bin is emptied.

All individual garden compost piles and bins must abide by the following regulations.

1. All compost must be contained in a bin. This regulation will prevent open piles from providing food for rodents.
2. Bins must be lined on all sides with ¼ inch strong wire hardware mesh. This regulation will prevent rodents from chewing their way into compost through plastic bins.
3. Bins must have a lid. Rodents will not be able to climb into compost systems if there is a lid preventing their access.
4. Bins must have a minimum of ¼ inch mesh hardware wire lining the bottom and bent 1 foot up the sides to prevent rodents and other wildlife from burrowing into compost underground.
5. Bins with openings larger than ¼ inch must be lined with ¼ inch mesh hardware wire. This regulation will prevent wildlife from crawling into the bin through holes in the structure.
6. The following items are not allowed in garden compost bins: meats, fish oily foods, milk products, and manures. Rodents are attracted to these items.

Any compost that is not contained in bins following the above regulations, or gardeners that place the items listed above in their compost will receive a compost regulation reminder. If the compost bin or pile is not removed or reconstructed within 14 days of the reminder the garden plot will be revoked and reassigned to another gardener.

Manure Application

It is the responsibility of each gardener to arrange delivery of manure for his or her plot. Manure must be "aged" and needs to be immediately watered down and thoroughly worked into the soil within forty-eight hours of delivery.

Plot Maintenance

Plots must be reasonably maintained. Reasonably maintained means weeds under control and plants are regularly cared for, pruned, watered and harvested. Plants must not exceed plot boundaries. By November 15th, 2015 all non-wintering plants inside of the garden plot must be removed as well as stakes, walls of water, row covers, etc. You may not store black plastic bags of leaves/organic matter over the winter. No furniture, trash or items other than garden related are allowed in the garden. (A chair or bench is acceptable).

Path Maintenance

It is each gardener's responsibility to keep their paths clear and weed-free (the half of the path closest to their plot). Pathways around each plot are to be 4 feet wide. Paths must be clear, weed-free and well mulched. This works well: in early spring weed whack or scythe your paths, put down commercial weed barrier and cover with 3-4 inches of mulch. Reapply mulch as needed. Community Gardens with gravel pathways will need to be regularly weeded. Putting mulch or planting clover in gravel pathways is not permitted as an acceptable means of weed control. Weeding after a rain or snow storm really works!

Mechanized Equipment

No person shall operate mechanized equipment including, without limitation, lawn mowers, roto-tillers, garden tractors, and motorized weed trimmers, between the hours of 8:00 pm and 10:00 am Saturday and Sunday.

Weeds

There are many weeds in the community gardens. Weeds compete with other plants in your garden and can quickly become invasive. If weeds are left to go to seed they will affect your neighbor's gardens as well. If your Garden Leader sees too many weeds in your garden or your plot looks unworked you will receive an email or written letter from Growing Gardens. If there is no communication and resolution after 1 week, your plot will be revoked and made available to others. There is no refund of fees for revoked plots.

Organic Only

Herbicides, insecticides and fertilizers made from synthetic chemicals are **NOT** permitted.

Fences

Low, well maintained fences are permitted around plots. Fences cannot block sun from another garden. No barbed wire or other hazardous materials may be used on, in or around fencing and/or garden. Fences can be up to 4 feet tall and should not exceed the plot boundaries.

Accessory Garden Structures

No structure in a garden plot shall exceed 6 ft and should not exceed a footprint of 3' by 3' (excluding fences around the border of the plot). All garden structures should be contained within the plot and shall not shade the neighboring garden plots.

Water & Hoses

Use of water should always be controlled. Drip systems and timers are encouraged. Keep hydrants in the "off" position when not in use. Continuous pressure from being left in the "on" position for timers and other devices leads to the rapid breakdown of the hydrants and their internal parts. Check hoses for leaks. Gardeners may not leave garden hoses in use unattended unless using a drip irrigation system.

Gardeners cannot use sprinkler irrigation between the hours of 10:00am and 6:00 pm. Drip irrigation or watering by a hand can be done at any time. Drip irrigation is highly recommended in our dry, arid climate and can be purchased locally. City of Boulder residents can apply for a drip irrigation rebate at www.bouldersaveswater.net

Not Allowed in the Gardens

Marijuana cultivation, bee hives, tires, pressure treated wood, carpet, barbed wire, smoking, music (use headphones please), selling produce, fruit trees, unleashed pets and unsupervised children.

Tools

Basic tools and wheelbarrows are kept on site at the gardens for everyone's use. Please place any tools you use back in the shed and lock everything up at night. The Community Garden Program is not responsible for any personal tools, etc. Please contact the Growing Gardens office for the tool shed code.

Responsible community tool use:

As respectful gardeners, we cherish our community tools, we use them carefully, we leave them better than before we used them, and we put them away for safe keeping before we leave the garden.

- ***Please use each tool for its intended purpose***
- ***Clean tools when you are finished using them***
- ***Put each tool in its proper storage slot before you leave***

- *If needed, ask other gardeners about the correct use of tools*
- *If you see a tool being misused, kindly offer assistance*
- *If a tool needs repair or attention, please let your garden leader know*

Vehicle Access to Gardens

Foothills Gardens:

NO vehicles are allowed in the Foothills Gardens.

Hickory Gardens:

Hickory gardeners may use the garden driveway to load or unload supplies. Please park on Hickory Ave. when you are finished loading or unloading.

Hawthorn Gardens:

Vehicles may only enter the Hawthorn Gardens at Hawthorn Ave. Vehicles may drive along the main path, the north and east edges of the garden. The bike paths and internal pathways are off limits to vehicles. Driving into the gardens is for loading or unloading only. Remove vehicles when you are finished loading or unloading. Please park on Hawthorn Ave. or other surrounding streets. Do not park within the gardens or Able Garden. Vehicles can be parked in the greenhouse parking area. Vehicles are not permitted in the garden after May 31st, 2015. Vehicles may enter the gardens after September 15th, 2015 in order for gardeners to clear out their plots and take supplies home.

Conduct Regulations

No community gardener shall:

1. Steal, damage, or misuse any Growing Gardens property
2. Smoke in the Community Garden boundaries or within fifteen feet of any entry into the gardens. No person may chew tobacco or products containing tobacco in the gardens.
 - a. Tobacco carries the Tobacco Mosaic Virus which is harmful to plants.
3. Commit harassment of any person including
 - a. Lays a hand upon, shoves, strikes, or threatens another gardener, staff or community member
 - b. Engages in obscene gestures, objectionable demonstrations
 - c. Uses foul language (swearing) or abusive verbal attack upon any fellow gardener
4. Commit indecent exposure
5. Bring a "weapon" into the gardens. Legal knives with blades no longer than 3 and ½ inches in length are not weapons. This prohibition does not apply to police officers carrying service weapons in accordance with their department's policies.
6. Possess or sell illegal drugs in or around the gardens.
7. Fail to leave any portion of the gardens immediately upon being told by a Growing Gardens employee or landowner or land manager.
8. Disturb other gardeners or employees so as to substantially interfere with their use of the gardens or constitute a general nuisance. Disturbances may arise from inappropriate use of personal equipment include but not limited to: cellular phones, computers, PDA's, radios, music players, MP3 players, and conservations which contain any obviously offensive utterance, gesture, or display, which tends to incite an immediate breach of peace.

9. Solicit donations of money or anything of value, or sell or take orders for anything of value in any garden with exception of persons who have entered the gardens in order to conduct a commercial transaction within the garden.
10. Enter the garden while that person's abilities are impaired to the slightest degree by alcoholic beverages or illegal drugs or remain in the garden in such a state of impairment.

Plot Revoking, Probation, Suspension, and Termination Procedures

Growing Gardens has the right to revoke a plot for any reason, including failure to comply with stated regulations. No refunds will be issued for plots that have been revoked or gardeners who have been terminated from participating in Growing Garden's Community Garden Program. Growing Gardens staff, property landowners, or property managers may intervene to prohibit any activity or behavior that appears to present an immediate danger to staff, gardeners, or any other person.

Growing Gardens will alert the landowner or land manager of any updates regarding a gardener who violates the Conduct Regulations. Growing Gardens will keep an electronic and hard copy of all Community Garden Regulation violations and communications for documentation.

Plot Revoking Procedure

The Plot Revoking Procedures for noncompliance of Plot Maintenance Regulations

1. Garden Reminder

- a. **Definition**— A gardener whose plot is not in compliance with the Plot Maintenance Regulations will receive a Garden Reminder email or letter (when an email address is not available). The Garden Reminder specifies the Plot Maintenance Regulation(s) that is currently violated in the gardener's plot.
- b. **Notification**— Growing Gardens staff will be notified by the garden leader of any plots that are not in compliance with the Plot Maintenance Regulations. A gardener receives the Garden Reminder from Growing Gardens via (a) an email address supplied by the gardener when he or she registered for the plot or (b) a letter sent to the address supplied by the gardener when he or she registered for the plot.
- c. **Steps to Remedy the violation** – Each Garden Reminder specifies the Plot Maintenance Regulation(s) in violation that must be brought into compliance within seven days of the sent date. The garden leader is responsible for checking the plot seven days after the Garden Reminder and informing Growing Gardens' Operation Coordinator of the plot's compliance with the Plot Maintenance Regulation(s) specified in the Garden Reminder. If a gardener is not able to remedy the violation prior to the deadline the gardener must contact Growing Gardens' Operation Coordinator before the deadline to request an extension. All cases will be reviewed individually, with Growing Gardens staff making the final decision regarding extensions.

Any gardener who complies with the Garden Reminder within the seven-day period or a deadline approved by Growing Gardens will have no further penalization. If the plot is not in compliance by the deadline and no extension was granted then it is assumed the gardener has forfeited their plot and Growing Gardens will send a Plot Revoking Notification (see 2).

- d. **Dispute of Violation** – A gardener who feels they unrightfully received the Garden Reminder can contact Growing Gardens Operation Coordinator with visual evidence that their plot is in compliance with the Plot Maintenance Regulations. All cases will be reviewed individually, with Growing Gardens staff making the final decision regarding Garden Reminders.

2. Plot Revocation

- a. **Definition**– A plot that is not in compliance with the Plot Maintenance Regulations seven or more days after a Garden Reminder was sent will be revoked and reassigned to someone on the wait list. Seven days after the Plot Revocation notification was sent Growing Gardens' Operations Coordinator will reassign the plot to a gardener(s) on the waitlist.
- b. **Notification**–A Plot Revocation email and letter will be sent to the gardener and will state that the gardener has seven days to remove all personal contents from the garden plot.
- c. All items that remain in the plot after seven days become property of Growing Gardens and are disposed, donated, or left for the new gardener.
- d. **Dispute of Violation** – If a gardener feels their plot was unrightfully revoked they can contact Growing Gardens Operation Coordinator and provide visual evidence that he or she was in compliance with the Plot Maintenance Regulations within seven days of being sent a Garden Reminder. All cases will be reviewed individually, with Growing Gardens staff making the final decision regarding the plot being revoked.

Probation, Suspension, and Termination Procedures

Probation, Suspension, and Termination regarding noncompliance with the Conduct Regulation(s).

1. Probation

- a. **Definition**– Any gardener who violates a Conduct Regulation can be placed on probation. During this time the gardener is allowed to continue gardening for the remainder of the gardening season with the expectation that he or she will comply with the Conduct Regulations and have discontinued immediately their specific conduct violation. Probation is lifted at the beginning of the following garden season. If the gardener violates their probation before it expires, he or she will be immediately suspended for the duration of the gardening season, and their plot will be reassigned to another gardener. They are welcome to resubmit their name for community garden program participation for the following season
- b. **Notification**– A gardener placed under probation will be notified by Growing Gardens immediately if Growing Gardens' staff is present in the garden at the time of the violation and/or via (a) an email address supplied by the gardener when he or she registered for the plot, (b) a warning posted on the garden plot, and (c) a phone call to the phone number supplied by the gardener when they registered. Growing Gardens staff will alert the garden leader(s), landowner, and land managers of the violation and the actions being taken by Growing Gardens.
- c. **Steps to Remedy the violation** – A gardener on probation can continue to garden in their plot as long as he or she complies with all Conduct Regulations. The gardener's probation will end at the beginning of the following garden season assuming the gardener complied with the Conduct Regulations for the remainder of the season. If the gardener violated the Conduct Regulations he or she will be suspended from the gardens.

- d. **Dispute of Violation** – Gardeners who believe they have been unfairly placed on probation must provide concrete visual evidence and eye witness accounts be reviewed by Growing Gardens staff. All cases will be reviewed individually, with Growing Gardens staff making the final decision regarding probation.

1. Suspension

- a. **Definition** – Any gardener who violates their probation or violates Conduct Regulation(s) 1, 3, 4, or 5 will be suspended from Growing Gardens Community Garden Program. A suspended gardener cannot participate in the Community Garden Program for the remainder of the gardening season and will not receive a plot refund. Their garden plot will be reassigned to another gardener from the wait list. If the gardener does not comply with the suspension, he or she will be terminated from Growing Gardens' Community Garden Program and not be allowed to apply for participation in the Community Garden Program in the future.
- b. **Notification** – Suspended gardeners will be notified by Growing Gardens Operation Coordinator or Program Coordinator in person and immediately if staff is present at the time of the violation and /or via (a) an email address supplied by the gardener when he or she registered for the plot or (b) a warning posted on the garden plot, and (a phone call to the phone number supplied upon registration. Growing Gardens staff will alert the garden leader(s), landowner, and land managers of the violation and the actions being taken by Growing Gardens.
- c. **Steps to Remedy the Situation** – A suspended gardener has the opportunity to clear his or her plot and collect their belongings within seven days of suspension. After seven days any items that remain in the plot become property of Growing Gardens/ the Community Garden and will be disposed of or donated and the plot reassigned. The gardener is eligible to rejoin the garden program in the following season.
- d. **Dispute of Violation** – If a gardener believes they were unfairly suspended he or she must present visual evidence and eye witness accounts to Growing Gardens. All cases will be reviewed individually, with Growing Gardens staff making the final decision regarding suspension.

2. Termination

- a. **Definition** – A gardener who does not comply with his or her suspension or if Growing Gardens staff determines that the community gardener has created a public safety hazard, then Growing Gardens may immediately terminate the gardener from the Growing Gardens' Community Garden Program to ensure the safe operation of the garden. Terminated Gardeners will not be allowed to reapply for participation in the Community Garden Program.
- b. **Notification** – The gardener will notified of termination by Growing Gardens in person and /or via (a) an email address supplied by the gardener when he or she registered for the plot or (b) a warning posted on the garden plot, and (c) a written letter of termination. Growing Gardens staff will alert the garden leader(s), landowner, and land managers of the violation and the actions being taken by Growing Gardens.
- e. **Steps to Remedy the Situation** – A gardener who is terminated after being placed on probation or suspension has had an opportunity to remedy the situation. Any other violator will not be given the opportunity to remedy and the gardener must immediately remove his or her personal items from the gardens. Terminated gardeners will not be allowed to return to the gardens. All items that remain in the plot after seven days become property of Growing Gardens/ the Community

Gardens and are either disposed, donated, or reassigned to a new gardener. Seven days after the termination notification was sent Growing Gardens' Operations Coordinator will reassign the plot to a gardener(s) on the waitlist.

- c. **Dispute of Violation** – If a gardener believes they were unfairly terminated from the Community Garden Program he or she must present visual evidence and eye witness accounts to Growing Gardens for review. All cases will be reviewed individually, with Growing Gardens staff making the final decision regarding termination.

EXHIBIT B

EXHIBIT B

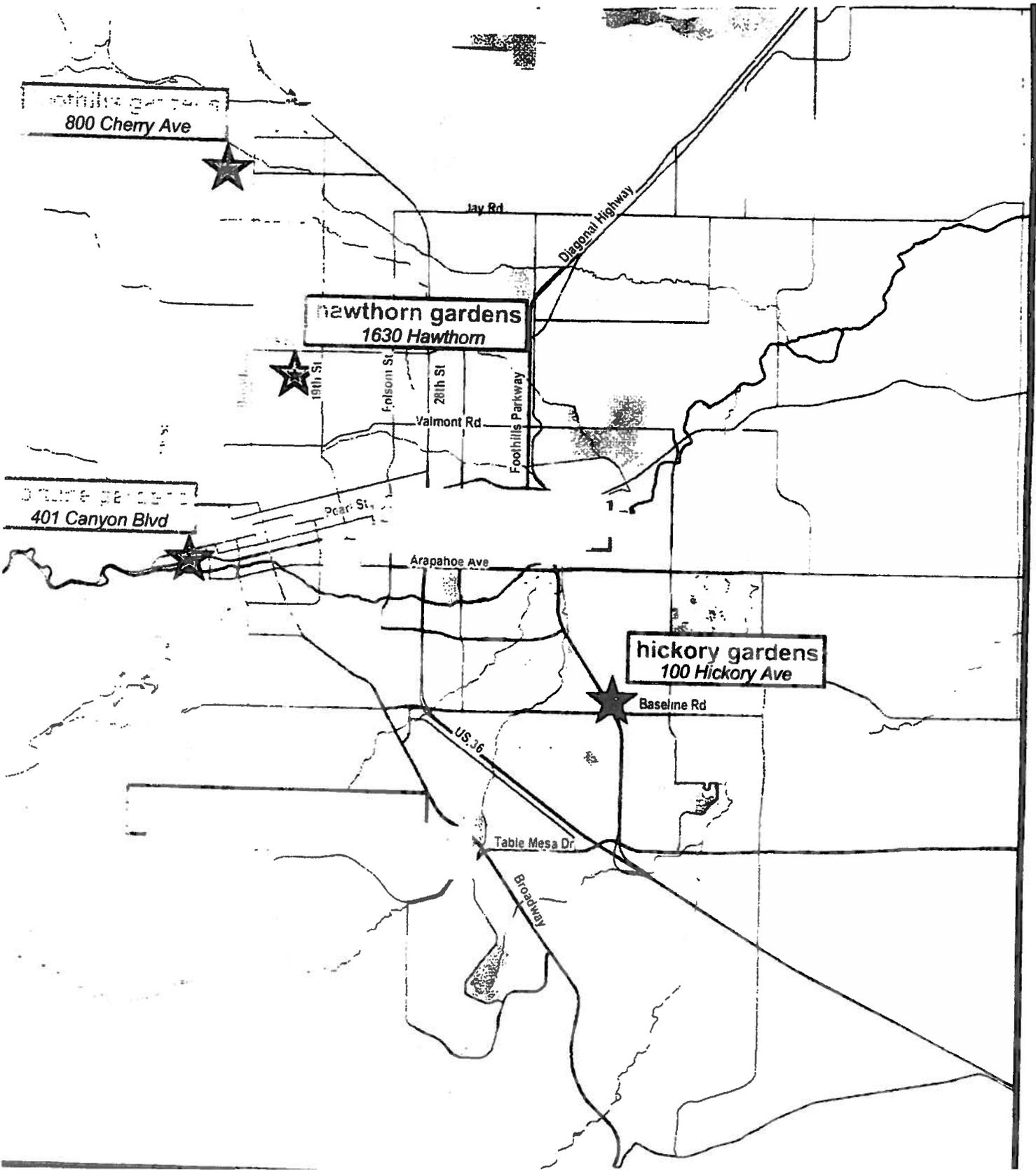


EXHIBIT C

2015 Fee Structure Community Gardens

Hawthorn and Foothills		
<u>Plot Size</u>	<u>Seasonal Plot Fee</u>	<u>Reduced Rate Plot Fee</u>
Full size (400 sq ft)	\$100.00	\$50.00
Half size (200 sq ft)	\$65.00	\$33.00
Third size (130 sq ft)	\$44.00	\$22.00
Raised bed (32 sq ft)	\$44.00	\$22.00
Hickory		
<u>Plot Size</u>	<u>Seasonal Plot Fee</u>	<u>Reduced Rate Plot Fee</u>
Full size (400 sq ft)	\$100.00	\$50.00
Half size (200 sq ft)	\$65.00	\$33.00
Fortune		
<u>Plot Size</u>	<u>Seasonal Plot Fee</u>	<u>Reduced Rate Plot Fee</u>
10 x 10 (100 sq ft)	\$65.00	\$33.00