

TOWN OF MINTURN, COLORADO

RESOLUTION NO. 10 – SERIES 2014

A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN A LEASE AGREEMENT BETWEEN THE MINTURN COMMUNITY FUND, INC. AND THE TOWN OF MINTURN FOR THE MANAGEMENT AND LEASE OF THE COMMUNITY GARDEN LOCATED AT 243 BOULDER STREET IN THE TOWN OF MINTURN, COLORADO.

WHEREAS, the Minturn Community Fund (MCF) is a non-profit, tax-exempt charitable organization involved in supporting community charitable, cultural, educational, and recreational programs and events in Minturn; and

WHEREAS, the Town desires to work with and encourages the MCF to undertake projects, which will benefit the citizens of and visitors to Minturn; and

WHEREAS, the MCF would like to manage and operate the Community Garden program for the Town in order to make the facility available for the citizens of Minturn, Eagle County, and the State of Colorado and for visitors to Minturn.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO THAT THE MAYOR OR HIS DESIGNEE IS AUTHORIZED TO SIGN ON BEHALF OF THE TOWN OF MINTURN ANY AND ALL NEGOTIATED DOCUMENTS REQUIRED TO EXECUTE SAID AGREEMENT.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 16TH day of April, 2014.

TOWN OF MINTURN

By: _____
Mayor

ATTEST:

Town Clerk

Minturn, CO 81645
Attn: Town Manager

By personal delivery: Town of Minturn
302 Pine St
Minturn, CO 81645

By phone: 970-827-5645
By facsimile: 970-827-5545
By email: manager@minturn.org

If to Licensee,

By mail: Minturn Community Fund
PO Box 279
Minturn, CO 81645

By personal delivery: Minturn Community Fund
291 Main St
Minturn, CO 81645

By phone: 970-306-6553
By email: info@minturncommunityfund.org

No Recording. This Agreement shall not be recorded in whole or in part. In the event this Agreement or any memorandum thereof is recorded, then this Agreement and the license granted herein shall be null and void and have no further force or effect

Attorney Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party will be entitled to recover all costs and expenses, included reasonable attorneys' fees.

Choice of Law and Venue. This Agreement will be governed by and enforced under the laws of the State of Colorado. The venue for any lawsuit between the parties shall be the District Court, Eagle County, Colorado.

Running of Benefits and Burdens. None of the provisions of this Agreement shall run with the land or to the Town's successors and assigns. This Agreement is solely for the benefit of the Town and shall not be assigned to a third party.

Counterparts. This Agreement may be executed by any number of counterparts, each of which shall be deemed an original and all of which shall constitute one Instrument with the same effect as if all parties had signed the same signature page.

Liability. All gardeners will be required to sign a "waiver of liability" and submit to the Town of Minturn. Minturn Community Fund agrees to hold an active general liability insurance plan in the amount of

Minturn Community Garden Rules and Regulations

Rules and Regulations – 2014 Members of the Minturn Community Garden agree to the following:

1. Plots - Individual plots will be assigned with a priority to those who had a plot last year, then those who live in or work in Minturn and then in order of requests if there are any plots left. Plots are to be used for personal use only. Plot fees (\$35 for a full plot and \$20 for a half plot) are collected after acceptance and before building day to help cover garden expenses. If an individual needs to abandon a plot for any reason, the member is to contact the garden leaders.
2. Operation – The garden will operate during daylight hours, seven days a week. Members will take full responsibility for children brought to the garden. **Pets are not allowed (no exceptions.)** Gardeners will respect other gardeners and neighbors by not picking produce from other plots, and by complying with Town of Minturn noise ordinances. Smoking is not allowed in the gardens.
3. Maintenance – Gardeners will maintain their individual plot and adjacent walkways. Plots and adjacent areas must be kept free of trash, weeds, dead plants and debris. Unsightly or large structures and decorations are not allowed. The Garden Committee reserves the right to request removal of structures that are deemed unsightly or receive complaints. If a plot becomes unkempt, the gardener will be given one week's notice to clean it or it may be re-assigned. Gardeners are expected to pack out anything that they bring in. Plots are to be maintained throughout the summer beginning May 1st and be fully cleaned by October 25th.
4. Practices – Gardeners will follow organic gardening practices. No pesticide, herbicides or non-organic fertilizers may be used in the garden. Water conservation practices are to be used. Be sure the water is turned off when done using it. Please consider plot location when choosing plantings as to not excessively shade neighboring plots. Growing or using pot or using illegal substances is not allowed in the garden and will lead to immediate expulsion with no return of the plot fee.
5. Involvement and Volunteering – Gardeners will participate in the Spring building and Fall cleanup efforts. If a gardener is unable to attend these events, other volunteer opportunities will be required. Gardeners may work at The Minturn Community Fund Booth at the Minturn Market to earn money on behalf of the Garden Club. Each gardener must agree to assume responsibility for one week of garden maintenance including, but not limited to watering, weed-eating, and poop patrol (Shared plots require shared maintenance.) Gardeners are asked to contribute volunteer efforts in creating and maintaining the cleanliness and appeal of the gardens in addition to their primary maintenance week. Garden members are encouraged to attend monthly general meetings and special events.
6. Garden Members agree to hold harmless the Minturn Community Garden committee, officers, volunteers, sponsors of the garden and the owners of the land for any liability, damage, loss, injury or claim that occurs in connection with the use of the garden by themselves or any of their guests. Rules and Regulations are subject to change.

Any questions? Email info@minturncommunityfund.org

MINTURN COMMUNITY GARDEN

Application – Summer 2014 (Please complete and attach a check made out to MCF)

Name _____

(Please PRINT)

Date _____

Physical Address _____

Mailing Address _____

Phone _____

What town do you work in? _____

Email _____

Size of plot preferred:

_____ full - \$35 (4' x 8')

_____ half - \$20 (4' x 4')

The following is asked for garden committee information purposes only & has no effect on your application acceptance:)

Please describe your gardening experience or any expertise you may contribute:

Please describe why you want to participate in the Community Garden:

Please describe any special needs or accommodations:

ALL APPLICANTS: I hereby apply for an individual plot, agree to pay the plot fee, and agree to abide by the Rules and Regulations of the Minturn Community Garden. I agree to hold harmless the Minturn Community Garden group, sponsors of the garden and the Town of Minturn for any liability, damage, loss, injury or claim that occurs in connection with the use of the garden by me or any of my guests.

In signing this, I am stating that I am prepared to meet the physical demands of gardening in the Minturn Community Garden (i.e. group work days, meetings and maintenance). *I have read the Minturn Community Garden Rules and Regulations understand that failure to meet the guidelines will result in loss of gardening privileges.*

Signature

Date

Guardian Signature if under 18

Date

Priority will be given to those who had a plot last year, then those who live in or work in Minturn and then in order of requests if there are any plots left. Please send completed application or any questions to info@minturncommunityfund.org, 970-306-6553 (voice mail) or to Minturn Community Fund, P.O. Box 279, Minturn, CO 81645.

Checks may be written to Minturn Community Fund or MCF. (Please write 'Garden' in the Memo line.)

MINTURN 
— COMMUNITY FUND
MINTURN MATTERS

