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**RESOLUTION NO. 22-115**

**BOARD OF COUNTY COMMISSIONERS  
COUNTY OF EL PASO, STATE OF COLORADO**

**RESOLUTION TO RENEW THE FACILITY USE AGREEMENT WITH THE  
BEAR CREEK GARDEN ASSOCIATION**

**WHEREAS**, pursuant to §§30-11-101(1)(B)-(C), 30-11-102, 30-11-103, and 30-11-107(1)(A) C.R.S., the Board of County Commissioners of El Paso County, Colorado has the legislative authority to purchase and hold real and personal property for the use of the County, when deemed by the Board to be in the best interests of the County and its inhabitants; and

**WHEREAS**, El Paso County (County) and the Bear Creek Garden Association (BCGA) have collaboratively managed the Charmaine Nymann Community Garden since 1986 and have enjoyed a mutually beneficial relationship; and

**WHEREAS**, the County and BCGA are currently managing the gardens under a Facility Use Agreement that was approved by the Board of County Commissioners on December 27, 2016 and expired on December 31, 2021; and

**NOW, THEREFORE, BE IT RESOLVED**, the Board of County Commissioners hereby approves the attached Facility Use Agreement with the Bear Creek Garden Association.

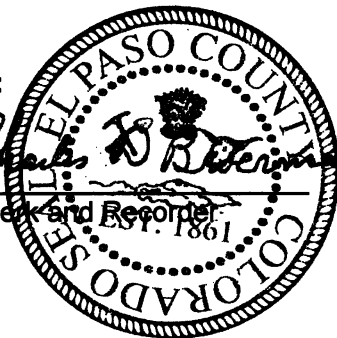
**AND BE IT FURTHER RESOLVED**, that Stan VanderWerf, Chair of the Board of County Commissioners of the County of El Paso, State of Colorado, or Cami Bremer, the Vice Chair of the Board of County Commissioners shall be authorized to execute any and all documents reasonable and necessary to carry out the intent of the Board as described herein.

**DONE THIS 5<sup>th</sup> day of April, 2022**, at Colorado Springs, Colorado.

**ATTEST:**

By: *Chuck Broerman*

County Clerk and Recorder



**BOARD OF COMMISSIONERS OF  
EL PASO COUNTY, COLORADO**

By: *Stan VanderWerf*

Stan VanderWerf, Chair

Chuck Broerman

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**FACILITY USE AGREEMENT**  
**BEAR CREEK GARDEN ASSOCIATION**  
**BEAR CREEK REGIONAL PARK**

THIS FACILITY USE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Board of County Commissioners of El Paso County ("County") acting through El Paso County Parks and the Bear Creek Garden Association, a Colorado non-profit corporation ("BCGA").

**RECITALS:**

1. The County is the owner of the Bear Creek Regional Park with the management and operation of said park being the responsibility of El Paso County Parks.
2. The BCGA was established for the primary purpose of operating a pesticide-free community gardening program within Bear Creek Regional Park.
3. The BCGA has successfully demonstrated, from 1986 through 2021, its ability to operate the community garden facility in a responsible manner and to work in close cooperation with El Paso County Parks.
4. The BCGA has invested in several capital improvements, including garden irrigation, fencing installation and repair as evidence of its intent to continue to cooperate and improve the community garden facility.
5. The parties hereto desire to set forth their agreement for the continued operation of the aforementioned community garden facility by the BCGA.

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants and other valuable consideration as hereinafter provided, the parties hereby agree as follows:

1. The County hereby agrees to permit the use of approximately two (2) acres of land located within the Bear Creek East section of Bear Creek Regional Park containing 104, 20'x 40' plots plus aisles and surrounded by a fence for use as a pesticide-free community garden by the BCGA (Exhibit A).
2. This Facility Use Agreement shall be effective upon the execution of the agreement to December 31, 2026. The agreement may be extended upon such renegotiated terms as may be mutually agreeable to both parties.
3. The use payment for the pesticide-free community garden facility shall be one- dollar (\$1) per year, payable by BCGA upon execution of this Facility Use Agreement by

the parties hereto and thereafter on or before January 1 of each year, and other good and valuable consideration consisting of, but not limited to, the continued operation and maintenance of the pesticide-free community garden facility by the BCGA as contemplated herein.

4. The BCGA agrees to continuously operate and maintain a pesticide-free community garden facility and program in a manner which is responsible and conducive to the surrounding environment, and which is of an aesthetic and beneficial value to the general public. At all times during the term of this Facility Use Agreement, BCGA agrees to utilize the described premises in compliance with all federal, state, and local laws, ordinances, and rules.
5. The BCGA shall ensure that the facilities are returned to a clean and natural condition with a seasonal clean-up in the fall of each year.
6. Water utility charges and general operating expenses such as trash removal incurred by the BCGA by reason of the use of the premises shall be paid by the BCGA.
7. The BCGA is authorized to charge for the use of the individual plots on the described premises at a reasonable rate to adequately cover the BCGA's costs in providing water service and additional physical improvements to the facilities, and for its general overhead and operating expense.
8. The BCGA is authorized to implement reasonable rules and regulations governing the use, care and maintenance of the garden facilities (Exhibit B). Such rules and regulations of the BCGA shall be submitted to the Director of Community Services for his review and / or approval prior to implementation. The BCGA agrees to abide by all County Parks' Rules and Regulations regarding the operation of the garden (Exhibit C).
9. Upon written approval by the County, the BCGA may construct or install such additional improvements on the premises as may reasonably be necessary for the BCGA's authorized use. All improvements made by the BCGA within the garden facilities shall become the property of the County.
10. The County reserves the right to have its employees/ agents enter the premises at reasonable times for the purpose of inspecting the BCGA's operation of the facility.
11. The BCGA shall not assign or sublet this Facility Use Agreement or any portion of the described premises without prior written approval of the County.
12. The BCGA shall at all times indemnify and hold harmless the County, its elected officials, appointees, employees, and agents against all actions, claims, demands, costs, damages, injuries and expenses of any kind, including any environmental claims, which may be brought or made against the County, or which the County may pay or incur by reason of the BCGA's willful misconduct, negligent performance, or failure to perform, any of its obligations and duties under this Facility Use Agreement or by reason of any injury

to any person or damage to property upon the described premises. The BCGA shall provide a certificate of insurance showing coverage in minimum amounts of \$1,000,000 for personal injury and property damage (combined, single limit), with such insurance policy amended to name El Paso County as additional insured for BCGA activities on County property.

13. BCGA agrees to require all garden club participants to execute an appropriate waiver of liability form prior to commencing any gardening activity (Exhibit D).

14. In the event that the BCGA shall default under any of the guidelines, the County may terminate this Facility Use Agreement; provided, however, the County has given written notice to the BCGA of such default and allowed the BCGA thirty days to remedy the situation. Upon termination, the County may re-enter the premises and take possession of the same.

15. The County agrees to rota-till the garden in March, activate the garden irrigation system in April, and winterize the irrigation system after the garden closes in October of each year.

16. The BCGA will provide an annual audit to the El Paso County Administration and Financial Services Department no later than April 30 of each year (as per Resolution #03- 452).

17. The BCGA agrees to maintain the perennial beds on the east and west sides of the traffic island landscape bed adjacent to the garden and remove any weeds within the entire traffic island landscape bed.

18. This Facility Use Agreement contains the entire understanding between the parties, and no changes to this Facility Use Agreement shall be valid or of any force or effect unless mutually agreed to in writing by the parties.

19. Nothing in this Facility Use Agreement shall be construed to either limit or waive any defense available to the County pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq.

IN WITNESS WHEREOF, the parties hereto have executed this Facility Use Agreement on the \_\_\_\_\_ day of April, 2022.

**ATTEST:**

By:

\_\_\_\_\_  
Clerk and Recorder

**BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY,  
COLORADO**

By: \_\_\_\_\_  
Chair

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
County Attorney

**BEAR CREEK GARDEN ASSOCIATION**

By: \_\_\_\_\_  
President



Set in the foothills of Pikes Peak, Bear Creek Regional Park offers a pleasant escape within the city limits. This 573-acre regional park supports picnic pavilions, playfields, tennis courts, playgrounds, archery range, horseshoe pit, volleyball and basketball courts, as well as the 26-acre Bear Creek Dog Park. Additionally, ten miles of multi-purpose, non-motorized trails wind through the park.

**Driving Directions**  
Bear Creek Regional Park can be reached from Interstate 25, exit 141; west on Highway 24 (Cimarron) to 21st Street, south on 21st Street to West Rio Grande Avenue for Bear Creek Park East or to Argus for Bear Creek Terrace.



**Bear Creek Nature Center**  
246 Bear Creek Road,  
Colorado Springs, CO  
(719) 520-6387  
Wednesday - Friday 9 a.m. - 2 p.m.  
Saturday 9 a.m. - 4 p.m.



**Park Hours:**  
8 a.m. to 4 p.m.  
**Reservation season:**  
April - October



Hiking & Biking Trails



Bear Creek Dog Park



Bear Creek Terrace

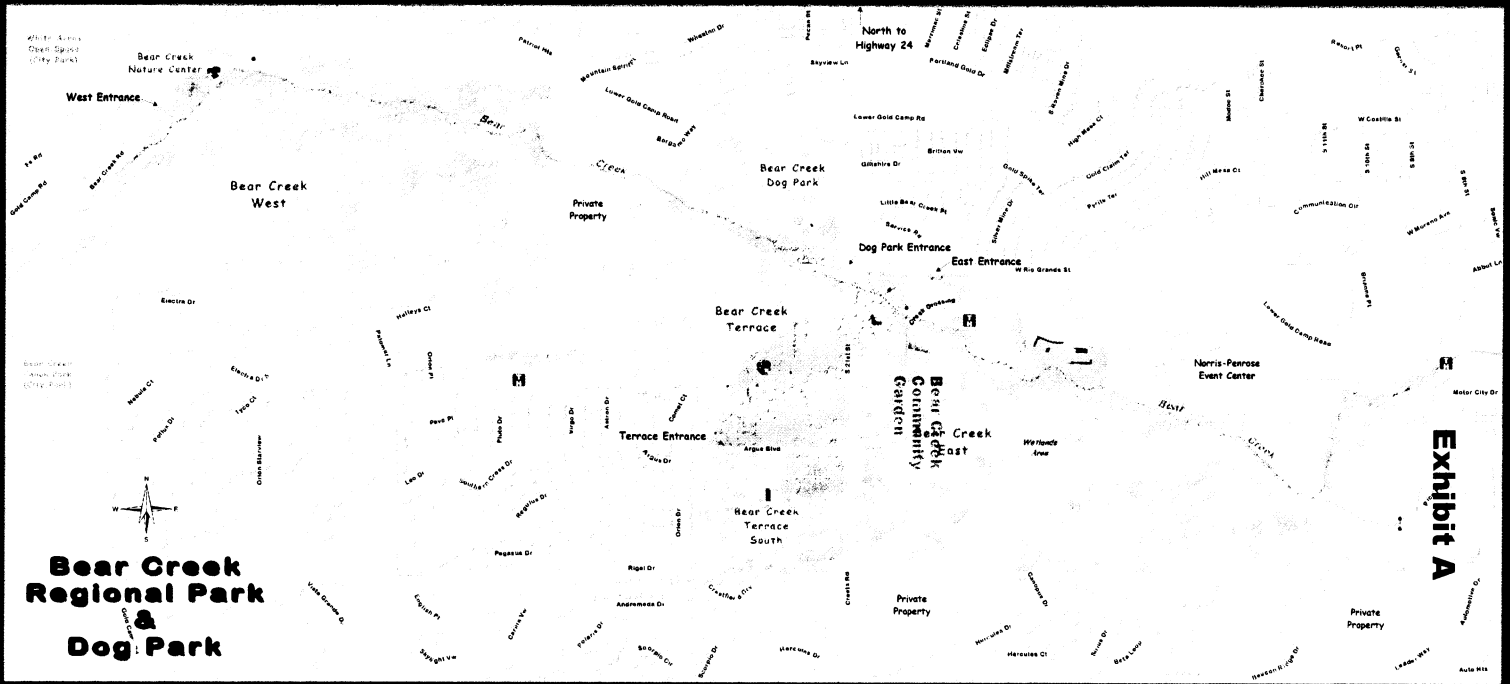


Exhibit A

# EL PASO COUNTY PARKS

**Bear Creek Regional Park**  
 Park Hours: 5 a.m. to 11 p.m.  
 Reservation season: April - October



Bear Creek East Wetlands



Bear Creek Dog Park

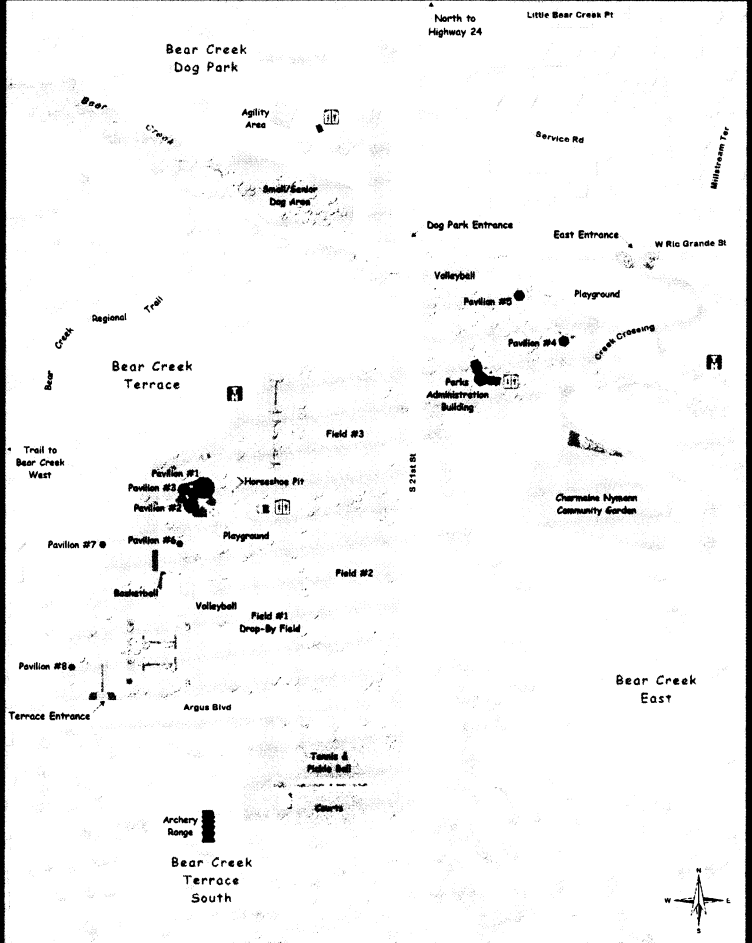
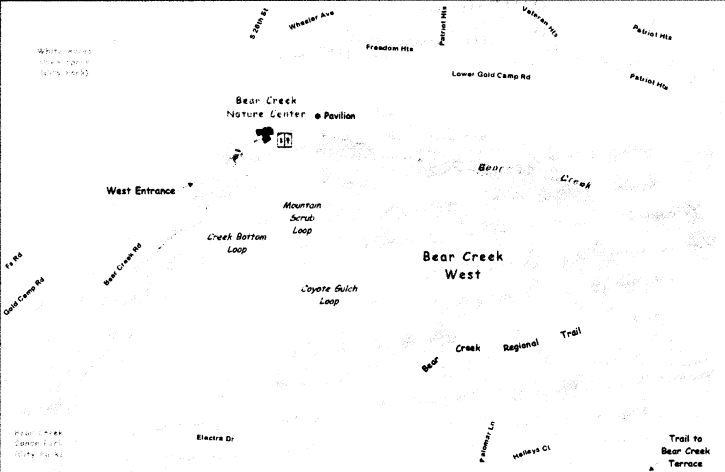


Bear Creek Nature Center



Bear Creek Terrace

Archery Range



## **EXHIBIT B**

### **BEAR CREEK GARDEN ASSOCIATION**

**In Cooperation with  
El Paso County Parks**

#### **Garden Rules 2022**

#### **I. Membership Obligations.**

**A. Membership in Association.** All gardeners who hold a garden plot by having paid their annual garden fees are members of the Bear Creek Garden Association (herein referred to as "BCGA"). Garden plots (herein referred to as "plot" or "plots") are registered with the members leasing the plots who are paying the annual rental fees. Association members may not sublet all or part of their plots. Keys to the gardens may be issued only by the association and may not be duplicated or transferred to persons who are not members.

As a community garden association, BCGA promotes education, volunteerism, camaraderie and a spirit of cooperation among its members. Members shall conduct themselves in a pleasant and civil manner and shall respect the rights and safety of other members. Failure to comply with these principles and the rules contained herein may result in the revocation or non-renewal of membership by the BCGA Board of Directors.

**B. Plot Assignment and Fees.** Garden fees are determined by the BCGA Board of Directors (herein referred to as "Board") annually. Plot assignments are made by the Board with returning gardeners having an opportunity to reserve a plot as set forth below.

**(1) Returning Gardeners:** In January, registration forms for the upcoming garden season will be sent to gardeners who have complied with BCGA rules the previous year. Returning Gardeners may reserve a plot by returning the forms and fees to BCGA by the last day of February.

**(2) New Gardeners:** All other persons wishing to garden at the Charmaine Nymann Community Garden in the upcoming gardening season shall (after completing the registration forms and paying the plot fee and cleanup deposit) be assigned plots on a first come, first served basis. Registration for New Gardeners begins on February 1.

**C. Deposit:** A \$25.00 deposit will be required from all first time gardeners and any other gardeners who did not sufficiently clean their plots from the previous gardening season. In the event the plot for which the deposit was paid has been left in an acceptable condition on Closing Day, as determined by the Board, the deposit shall be refunded to the



gardener who paid the initial fee. If the plot is not sufficiently cleaned, as determined by the Board or a representative thereof, the deposit shall be forfeited.

**D. Badges and Keys:** Gardeners must purchase badges and wear or have them in their possession when in the garden. Keys to the garden gate locks will be sold on Opening Day or will otherwise be available for purchase from Board members.

**E. Maintenance hours:** Every person who rents a plot at the Charmaine Nymann Community Garden must complete a minimum of FOUR hours of maintenance work (other than on their own plot and the aisles around their plot) during the season. The tasks to be completed shall be determined by the Board on an as-needed basis, but shall, generally, consist of weeding and/or cleaning abandoned plots, caring for charity plots and weeding/cleaning inside and outside the garden fence in areas for which BCGA is responsible, including the landscaped area north of the main parking lot.

Hours spent assisting another gardener when that the gardener is ill or out of town do not count as volunteer hours.

Gardeners who fail to complete their maintenance work obligation may be assessed a non-refundable fee of \$40.00 payable before the gardener is permitted to re-register for a plot at the Charmaine Nymann Community Garden.

**F. Familiarity with County Rules and Promise to Comply.** By gardening at the Charmaine Nymann Community Garden, each gardener represents that he/she has read, and agrees to comply with, these Rules, and also with the El Paso County Parks Charmaine Nymann Community Garden Rules (herein referred to as "Park Rules") **attached hereto as Exhibit A**. Failure to comply with these Rules may result in forfeiture of any and all fees and deposits paid, and prohibition from further gardening at the Charmaine Nymann Community Garden.

## **II. Plot Preparation**

**A. Plot Boundary:** In order to make weeding and working between plots easier, **each gardener must set the plot boundaries into their plot 12" from the BCGA boundary stakes** where plots touch each other to create 24" wide paths between plots. Please do not permanently remove stakes as they are reused each year.

**B. Layout of Rows:** The garden slopes from west to east. Plant rows must run north-south to prevent erosion.

**C. Raised Beds:** Raised beds and/or lowered walkways or ditches or trenches between beds of any kind are not permitted. Berms inside the plot must not be higher than 3".

**D. Berm.** Each gardener is required to place a 3" to 4" high soil berm (no higher than 4") around the perimeter of the plot to keep water from running off of the plot and into the aisles when plants are watered. During heavy rain storms the berm will also keep rainwater running down the aisles from flooding into plots and washing out plantings. Gardeners must not take dirt from aisles to create berms.

**E. Plot Construction: BEFORE BEGINNING ANY CONSTRUCTION PROJECT, PLEASE CONTACT THE BOARD.**

**(1) Structures:** Structures are allowed on plots if:

(a) they directly protect the plant(s), and are less than 3' high;

or

(b) they directly support the plant(s) and the stakes or supports are no higher than the North parking lot fence (5') and consist of materials that are no heavier than 2x2s. U and T posts are also permissible. An exception is made only for bean poles and bean teepees, which may be no more than 7 ½' tall.

(c) orange plastic construction fencing, or similar support material, is not permitted.

**(2) Materials:**

(a) **Plastic:** Plastic plant protectors may be used to enclose INDIVIDUAL plants, not groups of plants. Plastic may NOT be more than 2' high. Walls-o-Water and plastic milk jugs are recommended.

(b) **Tunnels or Row Cover Structures:** Row covers that otherwise comply with the rules may be used but must not be wider than 4' or higher than 3'.

(c) **Row Cover Material:** Only Remay or non-plastic row cover material can be used.

(d) **Hail Protection:** Wire mesh hardware cloth is strongly recommended. Hail cloth or sun screen cloth is also permitted. Earth tone (green or brown) fabric sold as hail cloth must be horizontally installed no more than 5' high and must be well secured. Hail cloth should not extend down the sides of the plants. For esthetic reasons, black or white hail cloth is not

allowed, and any hail cloth protection which is higher than 3' can not cover more than one-quarter of the gardener's plot.

**(e) Ground Cover:** Landscape fabric is allowed; plastic is not. Mulch is preferred for weed management. (See II(F)(3)(c) below.)

#### **F. Soil Amendments and Mulches:**

**(1) Polymers:** Polymers are not allowed as a soil amendment because they do not decompose and cannot be removed by future gardeners.

**(2) Fertilizers:** Commercially sold fertilizers and soil amendments are permitted so long as they are worked into the soil and do not result in a raised bed or plot. Manure used in gardens must be aged (no odor). Homemade compost is not permitted.

#### **(3) Permitted Mulch:**

**(a) Straw** may be used to control weeds and retain moisture. All straw must be spread on the plot no later than July 31<sup>st</sup> to ensure that it will start to decompose by the end of the gardening season. All straw must either be removed or incorporated into the soil at fall cleanup.

**(b) Cotton Burr Compost** is permitted.

**(c) Weeds** pulled in and around the plot may be laid down in a thin layer on the plot as mulch. However, vines, heavy stalks or roots that would interfere with rototilling in the fall must be removed from the garden and not used as mulch.

**(4) Prohibited Mulch:** Leaves, newspaper, wood chips, shredded bark, gorilla hair and any other wood-based mulch are prohibited.

**G. Vegetable Garden:** Plots are to be used primarily for growing vegetables. Some flowers, preferably those which deter pests (such as marigolds and nasturtiums) or attract pollinators may be grown.

**H. Prohibited Crops: NO POPCORN, NO SUNFLOWERS AND NO MARIJUANA.** Because varieties of corn will cross-pollinate with and damage sweet corn, popcorn may not be grown in the gardens. Sunflowers are not permitted due to shading, difficulty of root removal and toxicity to soil. The BCGA does not allow marijuana to be grown on its garden plots. Gardeners must request board approval before planting any ornamental plant that is poisonous.

**I. Cover Crops:** Gardeners may not use "cover crops". Cover crops such as clover, alfalfa and buckwheat are planted thickly by farmers and tilled under to improve the soil. However, in the community garden setting these crops tend to self-propagate and spread over the entire garden.

**J. Treated Seeds:** Seeds treated with pesticides or fungicides are not allowed in the Charmaine Nymann Community Garden. This includes transplants started at home from treated seeds. Please check seed packages, catalogues and seed racks carefully before you buy seeds.

**K. GMO:** All GMO (Genetically Modified Organism) crops are prohibited.

### **III. Plot Maintenance**

**A. Aisles:** Aisles are to be kept dry, clear of all plants and hoses, free of weeds, clean and level. No foreign matter, manure or straw shall be added to them.

#### **B. Weeds and Pest Control:**

**(1) Control:** Gardeners are responsible for keeping their garden plots, adjoining aisles and walkways free of weeds. In addition, gardeners with plots adjoining the fence are responsible for keeping the fence line and a one-foot strip outside the fence clear of weeds. If the weeds on any plot are not controlled in accordance with these rules, the gardener will be notified. If the gardener does not rectify the problem, the Board may deem the garden abandoned and the gardener's cleanup deposit will be forfeited.

**(2) Non-Organic Pesticides, Herbicides, and Fungicides are NOT PERMITTED.** This includes any product containing Diazinon, Malathion, Rotenone, Neonicotinoid pesticides or Sevin. The gardens are organic when it comes to pesticides. No hose-end sprayers are to be used for disbursement of organic pesticides. (A list of organic products will be discussed at the spring garden class and orientation meeting and also appears in your handbook.)

**C. Watering:** All watering is to be done using a watering can or a hand-held hose equipped with a positive shut-off nozzle. Ditch or flood type irrigation is prohibited. Soaker hoses are prohibited. No sprinklers are allowed. All water must be turned off before you leave the gardens. Keep water from aisles to prevent them from becoming muddy and slippery. Please report any leaks to the Board.

Before the full water system is turned on in the spring, the white faucets in the center of the main aisles may be turned on, weather permitting, to enable gardeners to use watering cans to carry water to early plantings.

**D. Watering Hours.** To make the most efficient use of water, as recommended by both Colorado Springs Utilities and Denver Water, no watering with a hose is allowed between the hours of 10 am and 4 pm.

Between 10:00 a.m. and 4:00 p.m., only watering with a watering can is permitted.

Only during spring planting, gardeners may use a hose with a positive shut-off to initially fill Walls-o-Water between 10 a.m. and 4 p.m.

Gardeners may water with one hose for a maximum of 30 minutes per day for a full plot and 15 minutes per day for a half plot. Please note that this is the maximum time permitted for watering. Watering the maximum permitted time every day is rarely necessary and can be detrimental to your vegetables.

**E. Hose:** Remove the hose from the faucet each time you finish watering and before you leave the garden. All leaking hoses must be repaired. Please make sure you have a good washer at the faucet end of your hose and in your nozzle or wand. You are responsible for having these washers in place. Do not ever let your hose leak into the aisles or around the faucets because this creates a hazard.

**F. Tool Storage:** Pursuant to county rules, NOTHING is to be stored on your garden plot except your hoses and one watering can. The watering can must be stored on the ground inside the plot and secured so that the wind will not blow it around. During spring planting, bags of soil amendments and bales of straw may be kept on plots prior to being spread.

**G. Decorations.** Decorations, signs and garden ornaments are not permitted on plots. Any items, including tools, left on a plot may be removed by the board to ensure compliance with El Paso County rules.

**H. Washing Produce and Hands:** Do not wash produce or hands at the faucets because it will make the aisles muddy and slippery. Use your hose and wash them on your plot or wash them at home instead.

**I. Refuse and Trash:** Remove all refuse and trash from your plot. Take it with you for disposal each time you leave the garden. DUMPING OUTSIDE OF THE GARDENING AREA IS PROHIBITED EXCEPT IN DUMPSTERS PROVIDED BY BCGA. Dumpsters are provided only from Labor Day until the gardens close in mid-October.

**J. Plant Diseases and Corn Smut:** Plant diseases can damage your garden and spread to other gardens. Carefully remove corn smut or diseased or insect infested plants, place in a plastic bag and take home for disposal. Please refer to the Charmaine Nymann Community Garden Handbook for descriptions and information about plant diseases.

#### **IV. Plot Cleanup**

**A. Fall Cleanup:** The deadline for fall cleanup is Closing Day. Gardeners who do not comply will forfeit their deposit and may not be permitted to renew their gardening privileges. All large or heavy plants (corn, broccoli, amaranth) and all weeds, vines and roots must be removed by this date. Straw used as mulch, light plant debris and any amendments (compost, garden mix, manure) may be left on the plot to be tilled in after the garden closes. Gardeners should not delay fall cleanup until the last minute because the dumpsters become overloaded, inconveniencing everyone.

**B. Garden Equipment:** Any garden equipment (including tools, hoses, Walls-o-Water, tomato cages, fencing, weed fabric, etc.,) left in the garden at the end of the day the garden closes becomes property of the BCGA.

**C. Composting:** Compost piles and in-ground compost pits and trenches are not allowed. Do not bury diseased or insect-infested plants or "viney" roots.

#### **V. General Rules**

**A. Members and Guests:** Guests are permitted in the gardens only when accompanied by a member who is responsible for them.

**B. Gates:** Gates must be locked at ALL times after July 15<sup>th</sup>. At all other times, please make sure to lock the gates if you are the last to leave the gardens.

**C. Children:** Children must be properly supervised and kept out of other people's gardens. Running in the aisles is not permitted.

**D. Pets:** Pets are not allowed in the gardens at any time and may not be tied to the outside of the garden fences. This does not apply to people requiring the assistance of a companion or seeing eye dog.

**E. Wheeled Vehicles:** The only vehicles allowed within the gardens are carts, wheelbarrows, strollers or wheelchairs.

**F. Produce:** Produce is to be used for private consumption only. No produce from the gardens may be sold, as that would violate our agreement with El Paso County.

**G. Unconditional Release:** Pursuant to the BCGA agreement with El Paso County, any adult (18 and older) participating in garden activity must sign an Unconditional Release (liability waiver) form, provided by BCGA, before doing any work in the garden. Plot owners are responsible for

making sure anyone they bring to the garden as a helper has a signed and notarized Unconditional Release on file with BCGA before the helper does any work in the garden. Friends and family members who ONLY water a plot while the plot owner is out of town are not required to sign an Unconditional Release.

Individuals who have a signed Unconditional Release on file with BCGA may operate a rototiller inside the garden. Motorized weed whackers are prohibited inside the garden.

**H. Abandoned Plots:** Plots not under cultivation by June 1<sup>st</sup> may be declared by the Board to be abandoned and assigned to another gardener. Plots not worked for more than 15 days without the gardener informing the Board will be considered abandoned, and the produce forfeited. A gardener who abandons their plot will forfeit any deposit and all other fees paid related to that plot. For purposes of this provision, a plot will be deemed "not worked" when no noticeable activity, including watering and weeding, has occurred. If the Board has determined that a plot has not been worked, it will send notice to the gardener of the plot, indicating that the gardener has a specified time period to rectify the condition or the garden plot will be considered to be abandoned.

**I. Allocation of Unused Plots.** Gardeners may apply to the Board for the opportunity to rent any plot which is not under cultivation by June 1<sup>st</sup>. Regular fees apply. Any plot remaining unplanted after July 1<sup>st</sup> may be rented at a reduced rate to be determined by the Board.

**J. NO SMOKING OR TOBACCO OF ANY KIND IS PERMITTED IN THE GARDEN.**

**K. Gardening Hours:** Gardening is allowed during daylight hours only. No one is permitted in the garden after dark.

**L. Notice:** For purposes of these rules, any notice required is deemed given if:

(1) To the Gardener: If notice is given in writing and sent by regular mail or email to the address which was supplied by the gardener on the registration form or in a notification of change of address. (In the event more than one gardener is sharing a plot, notice will be sufficient if sent to the first gardener listed on the registration form);

(2) To BCGA: If notice is given in writing and sent by regular mail to BCGA , P.O. Box 38326, Colorado Springs, CO 80937-8326 or by email to bearcreekgardenscs@gmail.com.

**M. Interpretation of Rules:** These Rules have been developed over the years to benefit the gardens and gardeners. They may be modified from

time to time at the discretion of the Board of the BCGA. In the event of a disagreement about the interpretation of any rule, the gardener may present his/her concern to the Board for consideration.

**N. Rules Violations:** Violations of these Rules may result in the loss of gardening privileges.

**O. Facility Use Agreement:** BCGA operates the garden pursuant to a Facility Use Agreement with El Paso County. Please respect Bear Creek Regional Park. Do not toss weeds or trash over the fence onto county property and do not pick, dig or remove any flowers, grasses or other vegetation from county property outside the garden.

(Last revised 11/2/21)



## **EXHIBIT C**

### **EL PASO COUNTY PARKS CHARMAINE NYMANN COMMUNITY GARDEN 2022 RULES**

1. Alcoholic beverages are not allowed in the park.
2. Posts of any kind higher than the front (North) parking lot fence are not permitted. The only exception to this rule is that stakes supporting pole beans may be seven and one half feet tall.
3. Green horse manure is not allowed because of the odor.
4. Watering practices must comply with the Charmaine Nymann Community Garden Rules (a hand-held hose must be equipped with a positive shut-off nozzle).
5. Compost piles are not allowed in the gardens.
6. Large amounts of wood, plastic or other garden construction that show above the fence line and/or beyond the gardens are not permitted.
7. Storage of tools, equipment, or trash is not permitted on the garden plots.
8. Driving off roads is not allowed.
9. Dumping of trash or weeds outside or inside the garden fence is not allowed.
10. Please use the dumpsters provided by the BCGA. (The dumpsters are only available from Labor Day through Closing Day).
11. Planting outside the garden fence is not allowed. Plants on the inside may be allowed to climb the fence. All plant residue must be cleaned off by Closing Day.
12. All gardeners must have signed an Unconditional Release liability waiver.
13. Grass clippings are not allowed in the gardens
14. Gardeners with fence plots are responsible for removing all weeds in the one foot strip outside their fence line.